



Council of the European Union  
General Secretariat

**Brussels, 06 February 2019**

**WK 1755/2019 INIT**

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### WORKING PAPER

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#### MEETING DOCUMENT

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From:	General Secretariat of the Council
To:	Working Party on Research
Subject:	Proposal for a REGULATION of the European Parliament and the of Council establishing Horizon Europe - the Framework Programme for Research and Innovation , laying down its rules for participation and dissemination - Preparation for the 3rd Trilogue on 21 February 2019

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In view of the meeting of the Research Working Party on 11 February 2019, delegations will find in the annex a four column document drafted in preparation of the third trilogue on the Horizon Europe Framework Programme Regulation scheduled for 21 February 2019.

In the column related to the position of the European Parliament, the changes to the Commission proposal are indicated in ***bold italics*** for additions. Deletions are not indicated.

In the column related to the position of the Council (partial general approach PGA, doc.15102/18), the changes to the Commission proposal are indicated in **bold** for additions and in ~~strikeout~~ for deletions.

In the 4th column, the changes to the PGA are indicated in ***bold italics*** for additions and in *italics* ~~strikeout~~ for deletions.

The rows concerning those provisions for which the Presidency is seeking a mandate at this stage are marked in yellow. The rows concerning those provisions on which provisional agreement has been reached with the European Parliament at this stage are marked in green. Annexed to the four column

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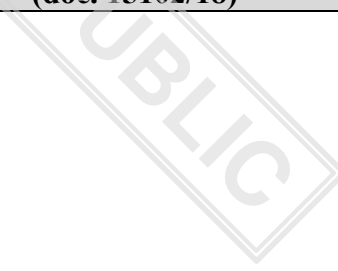
table, there is a list of Articles that are considered "closed" at this stage, i.e. on the entirety of which provisional agreement has been reached with the European Parliament.



Proposal for a REGULATION OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL establishing Horizon Europe - the Framework Programme for Research and Innovation, laying down its rules for participation and dissemination

2018/0224 (COD)

Row	COMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
1	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	<i>Unchanged</i>	THE EUROPEAN PARLIAMENT AND THE COUNCIL OF THE EUROPEAN UNION,	
77	HAVE ADOPTED THIS REGULATION:	HAVE ADOPTED THIS REGULATION:	HAVE ADOPTED THIS REGULATION:	HAVE ADOPTED THIS REGULATION:
78	<b>TITLE I</b> <b>GENERAL PROVISIONS</b>	<i>Unchanged</i>	<i>Unchanged</i>	
79	<b>Article 1</b> <b>Subject matter</b>	<i>Unchanged</i>	<i>Unchanged</i>	
88	<b>Article 2</b> <b>Definitions</b>	<i>Unchanged</i>	<i>Unchanged</i>	
89	For the purposes of this Regulation, the following definitions apply:	<i>Unchanged</i>	<i>Unchanged</i>	
90	(1) 'research infrastructures' mean facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments;	(1) 'research infrastructures' mean facilities that provide resources and services for the research communities to conduct research and foster innovation in their fields. This definition includes the associated human resources, and it covers major equipment or sets of instruments <i>in particular</i>	<i>Unchanged</i>	PGA

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	<p>knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks, and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example for education or public services and they may be 'single sited', 'virtual' or 'distributed';</p>	<p><i>those supported by other Union funds as referred to in Annex IV</i>; knowledge-related facilities such as collections, archives or scientific data infrastructures; computing systems, communication networks, and any other infrastructure, of a unique nature and open to external users, essential to achieve excellence in research and innovation. Where relevant, they may be used beyond research, for example for education or public services and they may be 'single sited', 'virtual' or 'distributed';</p>		
91	<p>(2) 'smart specialisation strategy' has the same meaning as smart specialisation strategy as defined in Regulation (EU) No 1303/2013 of the European Parliament and of the Council<sup>26</sup> and fulfilling the enabling conditions set out in Regulation (EU) XX [Common Provisions Regulation];</p> <p><small><sup>26</sup> Regulation (EU) No 1303/2013 of the European Parliament and of the Council of 17 December 2013</small></p>	<p><i>Unchanged</i></p>	<p><i>Unchanged</i></p>	

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	laying down common provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund, the European Agricultural Fund for Rural Development and the European Maritime and Fisheries Fund and laying down general provisions on the European Regional Development Fund, the European Social Fund, the Cohesion Fund and the European Maritime and Fisheries Fund and repealing Council Regulation (EC) No 1083/2006.			
92	(3) 'European Partnership' means an initiative where the Union, together with private and/or public partners (such as industry, research organisations, bodies with a public service mission at local, regional, national or international level or civil society organisations including foundations), commit to jointly support the development and implementation of a programme of research and innovation activities, including those related to market, regulatory or policy uptake;	(3) 'European Partnership' means an initiative where the Union, together with private and/or public partners (such as industry, <i>universities</i> , research organisations <i>including research infrastructures</i> , bodies with a public service mission at local, regional, national or international level or civil society organisations including <i>non-governmental organisations and</i> foundations), <i>where appropriate</i> commit to jointly support the development and implementation of a programme of research and innovation activities, including those <i>pursuant to Article 185 and 187 TFUE, and those</i>	(3) 'European Partnership' means an initiative where the Union, <b>prepared with early involvement of Member States and/or Associated Countries</b> , together with private and/or public partners (such as industry, research organisations, bodies with a public service mission at local, regional, national or international level or civil society organisations including foundations), commit to jointly support the development and implementation of a programme of research and innovation activities, including those related to market, regulatory or policy uptake;	(3) 'European Partnership' means an initiative where the Union, prepared with early involvement of Member States and/or Associated Countries, together with private and/or public partners (such as industry, <i>universities</i> , research organisations, bodies with a public service mission at local, regional, national or international level or civil society organisations including foundations), commit to jointly support the development and implementation of a programme of research and innovation activities, including those related to market, regulatory or policy uptake;

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		related to market, regulatory or policy uptake;		
93	(4) 'open access' means the practice of providing online access to research outputs resulting from actions funded under the Programme, in particular scientific publications and research data, free of charge to the end-user;	(4) 'open access' means the practice of providing online access to research outputs resulting from actions funded under the Programme, in particular scientific publications and research data, free of charge to the end-user. <i>With regard to research data, relevant privacy and security interests, as well as intellectual property rights, confidentiality, European Union global economic competitiveness and other legitimate interests need to be addressed in accordance with the principle 'as open as possible, as closed as necessary' and according to 'robust opt-outs';</i>	(4) 'open access' means the practice of providing online access to research outputs resulting from actions funded under the Programme, in particular scientific publications and research data, free of charge to the end-user, <b>in accordance with Article 10 and 35(3) of this Regulation;</b>	PGA
94			<b>(4a) 'open science' means a new approach to the scientific process based on cooperative work and new ways of diffusing knowledge by using digital technologies and new collaborative tools;</b>	(4a) 'open science' means <del>an</del> <i>new</i> approach to the scientific process based on cooperative work and <del>new ways of</del> diffusing knowledge, <b>including the elements of article 10;</b>
95	(5) 'mission' means a portfolio of actions intended to achieve	(5) 'mission' means a portfolio of <i>excellence-driven</i>	(5) 'mission' means a portfolio of actions <b>across disciplines</b>	(5) 'mission' means a portfolio of <i>excellence-based and impact-</i>

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	a measurable goal within a set timeframe, and impact for science and technology and/or society and citizens that could not be achieved through individual actions;	<i>R&amp;I actions which could be cross-cluster or cross-cutting</i> intended to achieve a measurable goal within a set timeframe, and <i>have an</i> impact for science and technology, <i>for</i> society, <i>policy-making and/or diplomacy</i> and citizens <i>and which</i> could not be achieved through individual actions;	<del>and sectors, intended to: achieve a measurable goal within a set timeframe, and impact for science and technology and/or society and citizens that could not be achieved through individual actions;</del>	<i>driven R&amp;I</i> actions across disciplines and sectors, intended to:
96			– achieve, within a set timeframe, a measurable goal that could not be achieved through individual actions,	PGA; agreed with the EP
97			– have impact on society through science and technology, and	– have impact on society, <i>policy-making and/or diplomacy</i> through science and technology, and
98			– be relevant for a wide range of European citizens;	– be relevant for a <i>significant part of the European population</i> "
99	(6) 'pre-commercial procurement' means the procurement of research and development services involving risk-benefit sharing under market conditions, and competitive development in phases, where there is a clear separation of the research and development services procured	<i>Unchanged</i>	<i>Unchanged</i>	

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	from the deployment of commercial volumes of end-products;			
100	(7) 'public procurement of innovative solutions' means procurement where contracting authorities act as a launch customer for innovative goods or services which are not yet available on a large-scale commercial basis, and may include conformity testing.	<i>Unchanged</i>	<i>Unchanged</i>	
101	(8) “access rights” means rights to use results or background;	(8) “access rights” means rights to use results or background <b><i>under terms and conditions laid down in accordance with this Regulation;</i></b>	<i>Unchanged</i>	(8) “access rights” means rights to use results or background <b><i>under terms and conditions laid down in accordance with this Regulation;</i></b>
102	(9) “background” means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, that is: (i) held by beneficiaries prior to their accession to the action; (ii) identified by the beneficiaries in writing in any manner as needed for implementing the action or for	(9) “background” means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, that is: (i) held by beneficiaries prior to their accession to the action; <b><i>and</i></b> (ii) identified by the beneficiaries in <b><i>a written agreement</i></b> as needed for implementing the action or for exploiting its results;	(9) 'background' means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, that is <del>(i)</del> held by beneficiaries prior to their accession to the action <del>(ii)</del> <b><i>and</i></b> identified by the beneficiaries in writing <del>in any manner</del> as needed for implementing the action or for exploiting its results;	(9) “background” means any data, know-how or information whatever its form or nature, tangible or intangible, including any rights such as intellectual property rights, that is: (i) held by beneficiaries prior to their accession to the action; <b><i>and</i></b> (ii) identified by the beneficiaries in <del>writing</del> <b><i>a written agreement</i></b> as needed for implementing the action or for exploiting its

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	exploiting its results			results;
103	(10) “dissemination” means the public disclosure of the results by appropriate means (other than resulting from protecting or exploiting the results), including by scientific publications in any medium;	<i>Unchanged</i>	<i>Unchanged</i>	
104	(11) “exploitation” means the use of results in further research and innovation activities other than those covered by the action concerned, or in developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, or in standardisation activities;	(11) “exploitation” means the use of results in further research and innovation activities other than those covered by the action concerned, or <i>inter alia, commercial exploitation such as</i> developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, or in standardisation activities;	<i>Unchanged</i>	(11) “exploitation” means the use of results in further research and innovation activities other than those covered by the action concerned, <del>or including inter alia, commercial exploitation such as</del> developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, or in standardisation activities;
105	(12) “fair and reasonable conditions” means appropriate conditions, including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for access, for example the actual or potential value of the results or background to which access is requested and/or the scope, duration or other	<i>Unchanged</i>	<i>Unchanged</i>	

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	characteristics of the exploitation envisaged;			
106	(13) “funding body” means a body or organisation, other than the Commission, as referred to in point (c) of Article 62(1) of the Financial Regulation, to which the Commission has entrusted budget implementation tasks under the Programme;	<i>Unchanged</i>	<i>Unchanged</i>	
107	(14) “international European research organisation” means an international organisation, the majority of whose members are Member States or associated countries, and whose principal objective is to promote scientific and technological cooperation in Europe;	<i>Unchanged</i>	<i>Unchanged</i>	
108	(15) 'legal entity' means any natural or legal person created and recognised as such under national law, Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations, or an entity	<i>Unchanged</i>	<i>Unchanged</i>	

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	without a legal personality in accordance with Article 197(2)(c) of the Financial Regulation;			
109		<i>(15 a) "widening countries" means those countries identified through the composite indicator of Research Excellence (R&amp;D intensity, excellence in S&amp;T, Knowledge-intensity of economy, High Tech &amp; Medium Tech product contribution to trade balance) and with a corrective threshold of 70% of the Union average<sup>26a</sup>.</i>		Part of widening "negotiating box"
110	(16) "non-profit legal entity" means a legal entity which by its legal form is non-profit-making or which has a legal or statutory obligation not to distribute profits to its shareholders or individual members;	<i>Unchanged</i>	<i>Unchanged</i>	
111			<b>(16a) 'SME' means micro-, small- and medium-sized enterprise as defined in Commission Recommendation 2003/361/EC<sup>6</sup>;</b>  _____ 6.	PGA

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112	<p>(17) “mid-cap” means a company that is not a micro-, small- and medium-sized enterprise (‘SME’) as defined in Commission Recommendation 2003/361/EC<sup>27</sup>, and that has a number of employees of up to 3000 where the staff headcount is calculated in accordance with Articles 3, 4, 5 and 6 of Title I of the Annex of that Recommendation;</p> <p>_____</p> <p>27.</p>	<i>Unchanged</i>	<p>(17) '<b>small</b> mid-cap' means a company that is not a micro-, small- and medium-sized enterprise (‘SME’) as defined in Commission Recommendation 2003/361/EC, and that has a number of employees of up to 3000 where the staff headcount is calculated in accordance with Articles 3, 4, 5 and 6 of Title I of the Annex of that Recommendation;<b>an entity employing up to 499 employees that are not SMEs;</b></p>	PGA
113			<p><b>(17a) 'start-up' means a temporary organisation in the early stage in the life cycle of an enterprise, creator of innovation designed to search for a repeatable and scalable business model;</b></p>	<p>(17a) 'start-up' means <del>the</del> temporary <del>organisation status in the early stage in the life cycle of an enterprise</del> <b>a legal entity which aims at innovative results</b> designed to search for a repeatable and scalable business model.</p>
114	<p>(18) “results” means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property</p>	<p>(18) “results” means any tangible or intangible <b>output</b> of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property</p>	<i>Unchanged</i>	PGA; agreed with the EP

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	rights;	rights;		
115			<b>(18a) 'research outputs' mean results to which online access can be given in the form of scientific publications, data or other engineered outcomes and processes such as software, algorithms, protocols and electronic notebooks;</b>	(18a) 'research outputs' mean results <i>generated by the action</i> to which <del>online</del> -access can be given in the form of scientific publications, data or other engineered outcomes and processes such as software, algorithms, protocols and electronic notebooks;
116	(19) “seal of excellence” means a certified label which shows that a proposal submitted to a call for proposals exceeded all of the thresholds set out in the work programme, but could not be funded due to lack of budget available to that call in the work programme;	(19) “seal of excellence” means a certified label which shows that a proposal submitted to a call for proposals exceeded all of the thresholds set out in the work programme, but could not be funded due to lack of budget available to that call in the work programme, <b>but which might receive support from other Union or national sources of funding;</b>	19) “seal of excellence” means a certified label which shows that a proposal submitted to a call for proposals exceeded all of the <b>evaluation</b> thresholds set out in the work programme, but could not be funded due to lack of budget available to that call in the work programme;	(19) “seal of excellence” means a certified label which shows that a proposal submitted to a call for proposals exceeded all of the <del>evaluation</del> thresholds set out in the work programme, but could not be funded due to lack of budget available to that call in the work programme, <b>but which might receive support from other Union or national sources of funding;</b>
118	(20) “work programme” means the document adopted by the Commission for the implementation of the specific programme <sup>28</sup> in accordance with its Article 12 or the equivalent document in	<i>Unchanged</i>	<i>Unchanged</i>	

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	content and structure adopted by a funding body.  28. OJ...			
119	(21) "reimbursable advance" means the part of a Horizon Europe or EIC blended finance corresponding to a loan under Title X of the Financial Regulation, but that is directly awarded by the Union on a non-profit basis to cover the costs of activities corresponding to an innovation action, and to be reimbursed by the beneficiary to the Union under the conditions provided for in the contract;	(21) "reimbursable advance" means the part of Horizon Europe <b>Programme</b> blended finance corresponding to a loan under Title X of the Financial Regulation, but that is directly awarded by the Union on a non-profit basis to cover the costs of activities corresponding to an innovation action, and to be reimbursed by the beneficiary to the Union under the conditions provided for in the contract;	<i>Unchanged</i>	
120	(22) "contract" means the agreement concluded between the Commission or a funding body with a legal entity implementing an innovation and market deployment action and supported by a Horizon Europe or EIC blended finance.	(22) "contract" means the agreement concluded between the Commission or a funding body with a legal entity implementing an innovation and market deployment action and supported by Horizon Europe <b>Programme</b> blended finance.	<i>Unchanged</i>	
121	(23) "classified information" means EU classified information as defined in Article 3 of Commission	<i>Unchanged</i>	(23) "classified information" means EU classified information as defined in Article 3 of Commission	PGA; agreed with the EP

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	Decision (EU, Euratom) 2015/444 as well as classified information of Member States, classified information of third countries with which the Union has a security agreement and classified information of international organisation with which the Union has a security agreement;		Decision (EU, Euratom) 2015/444 as well as classified information of Member States, classified information of third countries with which the Union has a security agreement and classified information of international organisation with which the Union has a security agreement;	
122	(24) 'Blending operation' means actions supported by the EU budget, including within blending facilities pursuant to Article 2(6) of the Financial Regulation, combining non-repayable forms of support and/or financial instruments from the EU budget with repayable forms of support from development or other public finance institutions, as well as from commercial finance institutions and investors.	<i>Unchanged</i>	<i>Unchanged</i>	
123	(25) “Horizon Europe or EIC blended finance” means a single financial support to an innovation and market deployment action, consisting	(25) “Horizon Europe <b>Programme</b> blended finance” means a single financial support to an innovation and market deployment action, consisting in	<i>Unchanged</i>	Comment: to be replaced with the definitions in lines 123a and 123b

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	in a specific combination of a grant or a reimbursable advance with an investment in equity;	a specific combination of a grant or a reimbursable advance with an investment in equity;		
123a				<i>(25) "Horizon Europe blended finance" means financial support to a programme implemented by a partnership to provide support to innovation and market deployment activities, consisting in a specific combination of a grant or a reimbursable advance with an investment in equity or any other repayable from of support;</i>
123b				<i>(25a) "EIC blended finance" means direct financial support delivered under the EIC to an innovation and market deployment action, consisting in a specific combination of a grant or a reimbursable advance with an investment in equity or any other repayable from of support;</i>
124		<i>(25 a) 'research and innovation action' means an action primarily consisting of activities aiming to establish new knowledge and/or to</i>		<i>(25 a) 'research and innovation action' means an action primarily consisting of activities aiming to establish new knowledge and/or to</i>

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		<p><i>explore the feasibility of a new or improved technology, product, process, service or solution. This may include basic and applied research, technology development and integration, testing and validation on a small-scale prototype in a laboratory or simulated environment;</i></p>		<p><i>explore the feasibility of a new or improved technology, product, process, service or solution. This may include basic and applied research, technology development and integration, testing, demonstration and validation on a small-scale prototype in a laboratory or simulated environment;</i></p>
125		<p><i>(25 b) ‘innovation action’ means an action primarily consisting of activities directly aimed at producing plans and arrangements or designs for new, altered or improved products, processes or services, possibly including prototyping, testing, demonstrating, piloting, large-scale product validation and market replication;</i></p>		<p><i>(25 b) ‘innovation action’ means an action primarily consisting of activities directly aimed at producing plans and arrangements or designs for new, altered or improved products, processes or services, possibly including prototyping, testing, demonstrating, piloting, large-scale product validation and market replication;</i></p>
126		<p><i>(25 c) ‘ERC frontier research’ means principal investigator-led research actions, hosted by ERC only single or multiple beneficiaries;</i></p>		<p><i>(25 c) ‘ERC frontier research (including ERC Proof of Concept)’ means principal investigator-led research actions, hosted by ERC only single or multiple beneficiaries;</i></p>
127		<p><i>(25 d) ‘training and mobility action’ means an action geared towards the improvement of</i></p>		<p><i>(25 d) ‘training and mobility action’ means an action geared towards the improvement of</i></p>

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		<i>skills, knowledge and career prospects of researchers based on mobility between countries, and, if relevant, between sectors or disciplines;</i>		<i>skills, knowledge and career prospects of researchers based on mobility between countries, and, if relevant, between sectors or disciplines;</i>
128		<i>(25 e) ‘programme co-funding action’ means an action to provide co-funding to a programme of activities established and/or implemented by entities managing and/or funding research and innovation programmes, other than Union funding bodies;</i>		<i>(25 e) ‘programme co-funding action’ means an action to provide multi-annual co-funding to a programme of activities established and/or implemented by entities managing and/or funding research and innovation programmes, other than Union funding bodies. Such a programme of activities may support networking and coordination, research, innovation, pilot actions, and innovation and market deployment actions, training and mobility actions, awareness raising and communication, dissemination and exploitation, any relevant financial support, such as grants, prizes, procurement, as well as Horizon Europe blended finance or a combination thereof. The programme co-fund action may be</i>

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				<i>implemented by those entities directly or by third parties on their behalf;</i>
129		<i>(25 f) 'pre-commercial procurement action' means an action with the primary aim of conducting pre-commercial procurement procedures implemented by beneficiaries that are contracting authorities or contracting entities;</i>		<i>(25 f) 'pre-commercial procurement action' means an action with the primary aim of realising pre-commercial procurement implemented by beneficiaries that are contracting authorities or contracting entities;</i>
130		<i>(25 g) 'public procurement of innovative solutions action' means an action with the primary aim of conducting joint or coordinated public procurement procedures concerning innovative solutions implemented by beneficiaries that are contracting authorities or contracting entities;</i>		<i>(25 g) 'public procurement of innovative solutions action' means an action with the primary aim of realising joint or coordinated public procurement of innovative solutions implemented by beneficiaries that are contracting authorities or contracting entities;</i>
131		<i>(25 h) 'coordination and support action' means an action contributing to the objectives of the Programme, excluding research and innovation activities;</i>		<i>(25 h) 'coordination and support action' means an action contributing to the objectives of the Programme, excluding research and innovation activities (except when undertaken under the component "widening participation and sharing</i>

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				<p><i>excellence" of the part "Widening Participation and strengthening the European Research Area"), such as standardisation, dissemination, awareness-raising and communication, networking, coordination or support services, policy dialogues and mutual learning exercises and studies; bottom-up coordination without co-funding of research activities from the EU that allows for cooperation between legal entities from Member States and Associated Countries in order to strengthen the European Research Area;</i></p>
131a				<p><i>(25 i) "Inducement prize" means a prize to spur investment in a given direction, by specifying a target prior to the performance of the work</i></p>
131b				<p><i>(25j) "Recognition prize" in prize to reward past achievements and outstanding work after it has been performed</i></p>
131c				<p><i>(25 k) "Innovation and market deployment action" means and action embedding an</i></p>

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				<i>innovation action and other activities necessary to deploy an innovation in the market, including the scaling-up of companies, providing Horizon Europe blended finance (a mix of grant-type funding and private finance);</i>
131d				<i>(25l) "Indirect actions" means research and innovation activities to which the Union provides financial support and which are undertaken by participants;</i>
131e				<i>(25m) "Direct actions" means research and innovation activities undertaken by the Commission through its Joint Research Centre (JRC).</i>
132		<i>(25 i) 'public procurement' means the implementation of parts of the Programme related to strategic interests and autonomy of the Union and the carrying out, for the Commission's own purposes, of public procurement procedures for studies, products, services and capabilities;</i>	<i>(27) 'procurement' means procurement as defined in Article 2(49) of Regulation (EU, Euratom) 2018/1046 [Financial Regulation];</i>	<i>(27) 'procurement' means procurement as defined in Article 2(49) of Regulation (EU, Euratom) 2018/1046 [Financial Regulation]. This action may be used to implement parts of the Programme related to strategic interests and autonomy of the Union and the carrying out, for the Commission's own purposes, of public procurement procedures for</i>

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				<i>studies, products, services and capabilities;</i>
133		<i>(25 j) 'affiliated entity' means any legal entity that is under the direct or indirect control of a participant, or under the same direct or indirect control as the participant, or that is directly or indirectly controlling a participant;</i>	(28) 'affiliated entity' means any legal entity as defined in Article 187(1) of Regulation (EU, Euratom) 2018/1046 [Financial Regulation];	PGA; agreed with the EP
134			(30) 'innovation ecosystem' means an ecosystem that brings together at EU level actors or entities whose functional goal is to enable technology development and innovation. They encompass relations between material resources (such as funds, equipment, and facilities), institutional entities (such as higher education institutions and support services, RTOs, companies, venture capitalists and financial intermediaries) and national, regional and local policy-making and funding entities;	PGA; agreed with the EP
135			(31) 'low R&I performing Member State' means a Member State that under Part	Part of widening "negotiating box"

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			4, "Widening participation and sharing excellence", is eligible to submit a proposal as coordinator.	
136	<b>Article 3</b> <b>Programme objectives</b>	<i>Unchanged</i>	<i>Unchanged</i>	
145	<b>Article 4</b> <b>Programme structure</b>	<i>Unchanged</i>	<i>Unchanged</i>	
168	<b>Article 5</b> <b>Defence research</b>	<i>Unchanged</i>	<b>Article 5</b> <u>Activities with defence research applications</u>	<b>Article 5</b> <i>Activities with Defense applications research and technological development</i>
174	<b>Article 6</b> <b>Implementation and forms of EU funding</b>	Article 6 <b><i>Strategic planning and implementation</i></b> and forms of EU funding	<i>Unchanged</i>	
175	1. The Programme shall be implemented in direct management in accordance with the Financial Regulation or in indirect management with funding bodies referred to in Article 62(1)(c) of the Financial Regulation.	<i>Unchanged</i>	<i>Unchanged</i>	
176	2. The Programme may provide funding to indirect actions in any of the forms laid down in the Financial Regulation, in particular grants	2. The Programme may provide funding to indirect actions in any of the forms laid down in the Financial Regulation, in particular grants	2. The Programme may provide funding to indirect actions in any of the forms laid down in the Financial Regulation, in particular grants ( <del>including</del>	2. The Programme may provide funding to indirect actions in any of the forms laid down in the Financial Regulation, in particular grants <del>as</del> <b><i>which shall</i></b>

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	(including operating grants), prizes and procurements It may also provide financing in the form of financial instruments within blending operations.	(including operating grants) <b>which shall be the main form of support under the Programme</b> , prizes and procurements It may also provide financing in the form of financial instruments within blending operations.	<del>operating grants), prizes and procurements as the main form of support in the programme.</del> It may also provide financing <del>in the form of</del> <b>through prizes, procurements and financial instruments within blending operations and equity support under the EIC Accelerator.</b>	<b>be</b> the main form of support in the programme. It may also provide financing through prizes, procurements and financial instruments within blending operations and equity support under the EIC Accelerator.  Agreed with the EP
177	3. The rules for participation and dissemination laid down in this Regulation shall apply to indirect actions.	<i>Unchanged</i>	<i>Unchanged</i>	
178	4. The main types of action to be used under the Programme are set out and defined in Annex II. All forms of funding shall be used in a flexible manner across all objectives of the Programme with their use being determined on the basis of the needs and the characteristics of the particular objectives.	4. The main types of action to be used under the Programme are set out and defined in <b>Article 2 and in</b> Annex II. <b>The</b> forms of funding, <b>referred to in paragraph 2</b> , shall be used in a flexible manner across all objectives of the Programme with their use being determined on the basis of the needs and the characteristics of the particular objectives.	<i>Unchanged</i>	4. The main types of action to be used under the Programme are set out and defined in Article 2. The forms of funding, referred to in paragraph 2, shall be used in a flexible manner across all objectives of the Programme with their use being determined on the basis of the needs and the characteristics of the particular objectives.  Agreed with the EP
179	5. The Programme shall also support direct actions undertaken by the JRC. Where	<i>Unchanged</i>	<i>Unchanged</i>	

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	these actions contribute to initiatives established under Article 185 or Article 187 TFEU, this contribution shall not be considered as part of the financial contribution allocated to those initiatives.			
180	<p>6. The implementation of the specific programme<sup>29</sup> shall be based on a transparent and strategic multiannual planning of research and innovation activities, in particular for the pillar 'Global Challenges and Industrial Competitiveness', following consultations with stakeholders about priorities and the suitable types of action and forms of implementation to use. This shall ensure alignment with other relevant Union programmes.</p> <p>_____</p> <p>29. ...</p>	<p>6. The implementation of the specific programme<sup>19</sup> shall be based on <b><i>Strategic R&amp;I Plans and in accordance with all the objectives of the Programme as set out in Article 3 and following a process of</i></b> transparent, <b><i>inclusive</i></b> and strategic multiannual planning of research and innovation activities, in particular for the pillar 'Global Challenges and <b><i>European</i></b> Industrial Competitiveness'.</p> <p>Consultations with <b><i>national authorities, the European Parliament, RDI and industry stakeholders including European Technology Platforms (ETPs), civil society representatives, and independent advisory groups of high-level experts shall be held</i></b></p>	<p>6. The implementation of the <b>Specific Programme<sup>8</sup> and the EIT<sup>9</sup></b> shall be based on a transparent and strategic multiannual planning of research and innovation activities, in particular for the pillar 'Global Challenges and Industrial Competitiveness', following consultations with stakeholders about priorities and the suitable types of action and forms of implementation to use. This shall ensure alignment with other relevant Union programmes.</p> <p>_____</p> <p>8. [doc. 9870/18]</p> <p>9.</p>	PGA

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		<p>about priorities and the suitable types of action and forms of implementation to use. <i>The Strategic Planning</i> shall ensure alignment with other relevant Union programmes <i>and increase complementarity and synergies with national and regional RDI funding programmes and priorities, thereby strengthening the ERA.</i></p>		
182			<p><b>(b) reflect international cooperation, expanding R&amp;I collaborative links throughout the Union and beyond, open science and equal opportunities and the contributions of the social sciences and humanities as cross-cutting principles;</b></p>	<p><i>(b) reflect international cooperation, expanding R&amp;I collaborative links throughout the Union and beyond and, open science and equal opportunities and the contributions of the social sciences and humanities as cross-cutting principles;</i></p> <p>Comment: merged into Article 6.a</p>
183			<p><b>(c) ensure alignment with other relevant Union programmes and increase synergies with national and regional funding programmes and priorities, thereby strengthening the ERA.</b></p>	<p><i>(c) ensure alignment with other relevant Union programmes and increase synergies with national and regional funding programmes and priorities, thereby strengthening the ERA.</i></p> <p>Comment: merged into Article</p>

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				6.a
184		<p><i>6 a. The Programme shall provide the possibility to apply for funding in a faster manner for all beneficiaries. A number of research and innovation actions shall apply a Fast Track to Research and Innovation logic where time-to-grant shall not exceeding 6 months. This shall allow a faster, bottom-up access to funds for small collaborative consortia covering actions from fundamental research to market application. Calls under the Fast Track to Research and Innovation approach shall be continuously open with cut-off dates and be implemented in the work programmes under clusters, the EIC and the "spreading excellence" part.</i></p>		Part of widening "negotiating box"
185	<p>7. Horizon Europe activities shall be primarily delivered through calls for proposals, some of which organised as parts of missions and European Partnerships.</p>	<p>7. Horizon Europe activities shall be delivered through calls for proposals, some of which organised as parts of missions and European Partnerships, <i>except for the activities referred to in Article 39 on Prizes.</i></p>	<p>7. Horizon Europe activities shall be primarily delivered through <b>open, competitive</b> calls for proposals, <del>some of which organised as parts of</del> <b>including within</b> missions and European Partnerships.</p>	PGA: Agreed with the EP

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186	8. Research and innovation activities carried out under Horizon Europe shall have a focus on civil applications.	<i>Deleted</i>	8. Research and innovation activities carried out under <del>Horizon Europe</del> <b>the specific Programme referred to in Article 1(3)(a) and under the EIT</b> shall have <b>a an exclusive</b> focus on civil applications.	<del>8. Research and innovation activities carried out under Horizon Europe the specific Programme referred to in Article 1(3)(a) and under the EIT shall have a an exclusive focus on civil applications.</del>  Comment: merged into Article 6.a
187	9. The Programme shall ensure the effective promotion of gender equality and the gender dimension in research and innovation content. Particular attention shall be paid to ensuring gender balance, subject to the situation in the field of research and innovation concerned, in evaluation panels and in bodies such as expert groups.	<i>Deleted</i>	9. The Programme shall ensure the effective promotion of <b>equal opportunities for all, and the implementation of gender equality mainstreaming</b> , and of the gender dimension in <b>the</b> research and innovation content. <del>Particular</del> Attention shall be paid to <del>ensuring</del> <b>encouraging</b> gender balance, subject to the situation in the field of research and innovation concerned, in evaluation panels and in bodies such as expert groups.	<del>9. The Programme shall ensure the effective promotion of equal opportunities for all, and the implementation of gender equality mainstreaming, and of the gender dimension in the research and innovation content. Particular Attention shall be paid to ensuring encouraging gender balance, subject to the situation in the field of research and innovation concerned, in evaluation panels and in bodies such as expert groups.</del>  Comment: merged into Article 6.a
188		<i>Article 6 a Principles of EU funding and cross-cutting issues</i>		<i>Article 6 a Principles of EU funding and cross-cutting issues</i>
189		<i>1. Research and innovation</i>		<i>1. Research and innovation</i>

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		<i>activities carried out under Horizon Europe shall have an exclusive focus on civil applications. Budgetary transfers between the Programme and the European Defence Fund shall not be permitted.</i>		<i>activities carried out under the specific Programme referred to in Article 1(3)(a) and under the EIT shall have an exclusive focus on civil applications. Budgetary transfers between the amount allocated to the specific programme referred to in Article 1(3)(a) and the EIT and the amount allocated to the specific programme referred to in Article 1(3)(b) shall not be allowed.</i>
190		<i>2. Horizon Europe shall ensure a multidisciplinary approach and shall foresee, where appropriate, the integration of social sciences and humanities across all activities developed under the Programme.</i>		<i>2. Horizon Europe shall ensure a multidisciplinary approach and shall foresee, where appropriate, the integration of social sciences and humanities across all activities developed under the Programme, taking into account that social sciences and humanities shall play an important role across all clusters.</i>
191		<i>3. The collaborative parts of the Programme shall ensure a balance between lower and higher TRLs thereby covering the whole value chain.</i>		<i>3. The collaborative parts of the Programme shall ensure a balance between lower and higher TRLs thereby covering the whole value chain.</i>
191a				<i>3.a The implementation of the Programme shall ensure the</i>

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				<i>effective promotion and integration of cooperation with third countries and international organisations and initiatives based on mutual benefits and EU interests and international commitments.</i>
192		<i>4. The Programme shall aim to significantly reduce the RDI divide within the Union and to promote broad geographical coverage in collaborative projects. Those efforts shall be mirrored by proportional measures by Member States, with the support of Union, national and regional funds. Particular attention shall be paid to geographical balance, subject to the situation in the field of research and innovation concerned, in funded projects, evaluation panels and in bodies such as boards and expert groups, without undermining the excellence criteria.</i>		Part of widening "negotiating box"
193		<i>5. The Programme shall ensure the effective promotion of gender equality and the gender</i>		<i>5. The Programme shall ensure the effective promotion of equal opportunities for all, and</i>

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		<p><i>dimension in research and innovation content and shall address the causes of gender imbalance. Particular attention shall be paid to ensuring gender balance, subject to the situation in the field of research and innovation concerned, in evaluation panels and in other relevant advisory bodies such as boards and expert groups.</i></p>		<p><i>the implementation of gender mainstreaming, and of the gender dimension in the research and innovation content and shall aim to address the causes of gender imbalance. Particular attention shall be paid to ensuring to the extent possible gender balance, in evaluation panels and in other relevant advisory bodies such as boards and expert groups.</i></p>
193a				<p><i>5.a. Horizon Europe shall be implemented in synergy with other Union funding programmes while seeking maximal administrative simplification. A non-exhaustive list of synergies with other Union funding programmes is included in Annex IV.</i></p>
194		<p><i>6. The Programme shall aim at continuous administrative simplification and reduction of the burden for the beneficiaries.</i></p>		<p><i>6. The Commission when implementing the programme shall aim at continuous administrative simplification and reduction of the burden for the beneficiaries.</i></p>
195		<p><i>7. Climate mainstreaming shall be adequately integrated in</i></p>		

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		<i>research and innovation content and applied at all stages of the research cycle.</i>		
196		<i>8. The programme shall provide, where applicable, for societal engagement to better align the process of R&amp;I and its outcomes with the values and needs of society, by promoting science engagement and science education activities and by co-creation and co-design of scientific agendas through engagement of citizens and civil society in R&amp;I priority-setting.</i>		<i>8. The programme shall provide, where appropriate, for societal engagement to better align the process of R&amp;I and its outcomes with the values and needs of society, by promoting science engagement and science education activities and by co-creation and co-design of scientific agendas through engagement of citizens and civil society in R&amp;I priority-setting.</i>
197		<i>9. The programme shall ensure transparency and accountability of public funding in research and innovation projects, thereby preserving the public interest.</i>		<i>9. The programme shall ensure transparency and accountability of public funding in research and innovation projects, thereby preserving the public interest.</i>
198		<i>10. The Commission or the relevant funding body shall ensure that sufficient guidance and information is made available to all potential participants at the time of publication of the call for proposals, in particular the applicable model grant</i>		<i>10. The Commission or the relevant funding body shall ensure that sufficient guidance and information is made available to all potential participants at the time of publication of the call for proposals, in particular the applicable model grant</i>

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		<i>agreement.</i>		<i>agreement.</i>
199	<b>Article 7 Missions</b>	<i>Unchanged</i>	<i>Unchanged</i>	
200	1. Missions shall be programmed within the pillar 'Global Challenges and Industrial Competitiveness', but may also benefit from actions carried out within other parts of the Programme.	1. Missions shall be programmed within the pillar 'Global Challenges and <b>European</b> Industrial Competitiveness', but may also benefit from actions carried out within other parts of the Programme <i>as well as actions carried out under other Union funding programmes, under Horizon Europe rules.</i>	1. Missions shall be programmed within the pillar 'Global Challenges and <b>European</b> Industrial Competitiveness ', but may also benefit from actions carried out within other parts of the Programme. <b>Missions shall be based on challenges relevant for a wide range of European citizens, allow for competing solutions, resulting in pan-European added value and impact.</b>	1. Missions shall be programmed within the pillar 'Global Challenges and European Industrial Competitiveness ', but may also benefit from actions carried out within other parts of the Programme <i>as well as actions carried out under other Union funding programmes.</i> Missions shall allow for competing solutions, resulting in pan-European added value and impact.  Comment: "wide range of European citizens" as in the PGA already mentioned in the definition (Art.2(5), row 98).
201	2. The missions shall be implemented in accordance with Article 5 of the Specific Programme. Evaluation shall be carried out in accordance with Article 26.	2. <i>The content of the missions, objectives, targets, timelines and their implementation shall be further specified in the Strategic R&amp;I Plans as identified, as defined in Article 2 and specified in Article 6 of the Framework programme and in Article 5 of</i>	2. The missions shall be <b>defined and</b> implemented in accordance with <del>Article 5</del> of the Specific Programme, <b>ensuring the active and early involvement of the Member States.</b> Evaluation of proposals under the missions shall be carried out in accordance with	PGA

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		the Specific Programme. Evaluation shall be carried out in accordance with Article 26.	Article 26.	
202		<b><i>2 a. During the first two years of the programme, a maximum of 10% of the annual budget of Pillar II shall be programmed through specific calls for implementing the missions. For the last three years of the programme, and only after a positive evaluation of the mission selection and management process, this percentage may be increased. The total budgetary share dedicated to missions shall be specified in Strategic R&amp;I Plans.</i></b>		Not acceptable
203		<b><i>2 b. A full evaluation of the missions covering the scope, governance, Board appointment and their preliminary actions shall be carried out in accordance with their respective measurable milestones. The recommendations resulting from that evaluation shall be taken into account before programming new missions or</i></b>		Comment: merged with PGA text in Article 7(4)

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		<i>before continuing, terminating or redirecting existing ones.</i>		
204	3. Missions shall:	<i>Unchanged</i>	<i>Unchanged</i>	
205	(a) have a clear EU-added value and contribute to reaching Union priorities;	(a) have a clear EU-added value and contribute to reaching Union priorities, <b>objectives and commitments</b> ;	(a) have a clear <b>research and innovation content</b> , EU-added value, and contribute to reaching Union priorities <b>and Horizon Europe programme objectives laid down in Article 3</b> ;	(a) have a clear research and innovation content, EU-added value, and contribute to reaching Union priorities <b>and commitments</b> and Horizon Europe programme objectives laid down in Article 3;
206		<i>(a a) be inclusive, encourage broad engagement and ensure participation of various types of stakeholders and deliver R&amp;D&amp;I results benefitting all Member States;</i>		<i>(a a) be inclusive, encourage broad engagement and enable active participation of various types of stakeholders from public and private sectors, including citizens and end-users, and deliver R&amp;D&amp;I results benefitting all Member States;</i>
207	(b) be bold and inspirational, and hence have wide societal or economic relevance;	(b) be bold, inspirational, and have wide societal, <b>scientific, technological, diplomatic, environmental</b> or economic relevance;	(b) be bold and inspirational, and hence have wide, <b>scientific, technological</b> , societal <b>and/or</b> economic <b>and/or policy</b> relevance <b>and impact</b> ;	(b) be bold and inspirational, <del>and hence</del> have wide, scientific, technological, societal, <del>and/or</del> environmental, <b>diplomatic</b> and/or economic <b>and/or policy</b> relevance and impact;
208	(c) indicate a clear direction and be targeted, measurable and time-bound;	<i>Unchanged</i>	(c) indicate a clear direction and be targeted, measurable, time-bound <b>and have a clear budget frame</b> ;	(c) indicate a clear direction <b>and objective</b> , and be targeted, measurable, time-bound and have a clear budget frame;
209	(d) be centered on ambitious but realistic research	(d) <b>be selected in a transparent manner and</b> be	(d) <b>be selected in a transparent manner and be</b>	(d) be selected in a transparent manner and be centered on

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	and innovation activities;	centered on ambitious, <b><i>excellence-driven</i></b> , but realistic research and innovation activities <b><i>across all stages of development</i></b> ;	centered on ambitious but realistic <b>goals and research, development</b> and innovation activities;	ambitious, <b><i>excellence-based and impact-driven</i></b> but realistic goals and research, development and innovation activities across all stages of development;
210		<b><i>(d a) include an element of urgency regarding the mission objectives, have the necessary scope, scale and wide mobilization of the resources required and with the sole focus being to deliver the mission outcome;</i></b>		<b><i>(d a) have the necessary scope, scale and wide mobilization of the resources required and focussing to deliver the mission outcome;</i></b>
211	(e) spark activity across disciplines, sectors and actors;	(e) spark activity across disciplines ( <b><i>including social sciences and humanities</i></b> ), sectors and actors;	(e) <b>stimulate</b> spark activity across disciplines; ( <b>including Social Sciences and Humanities</b> ) and enable active participation of stakeholders from public and private sectors and actors, <b>including citizens and end-users and encompassing activities from a broad range of TRLs, including lower TRLs;</b>	(e) stimulate activity across disciplines (including Social Sciences and Humanities) <del>and enable active participation of stakeholders from public and private sectors and actors, including citizens and end-users</del> and encompassing activities from a broad range of TRLs, including lower TRLs;  Comment: "active participation of stakeholders from public and private sectors and actors including citizens and end-users" mentioned in Art. 7(3a a)(row 206)
212	(f) be open to multiple,	<i>Unchanged</i>	(f) be open to multiple, bottom-	PGA; Agreed with the EP

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	bottom-up solutions.		up <b>approaches and solutions taking into account human and societal needs and benefits and recognizing the importance of diverse contributions to achieve these missions.</b>	
213		<i>(f a) achieve synergies in a transparent manner with other Union programmes as well as with public and private funds, including through active involvement of national and regional innovation ecosystems.</i>		<i>(f a) achieve synergies in a transparent manner with other Union programmes as well as with public and private funds, including through active involvement of national and regional innovation ecosystems.</i>
213a			<b>4. The Commission shall monitor and evaluate each mission in accordance with Annex V of this regulation, including progress towards short, medium and long-term targets, covering implementation, monitoring and phasing-out of the missions. A review of the first missions established under Horizon Europe shall take place no later than 2023 and before any decision is taken on creating new missions, continuing, terminating or</b>	4. The Commission shall assess each mission in accordance with Article 45, <b>Article 47</b> and Annex V of this regulation, including progress towards short, medium and long-term targets, covering implementation, monitoring and phasing-out of the missions. An assessment of the first missions established under Horizon Europe shall take place no later than 2023 and before any decision is taken on creating new missions, continuing, terminating or redirecting ongoing missions. <b><i>The results of</i></b>

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			redirecting ongoing missions.	<i>this assessment of missions shall be made public and shall include, but not limited to, the analysis of their selection process and of their governance, focus and progress to date.</i>
214		<i>Article 7 a The European Innovation Council</i>		
215		<i>1. The Commission shall establish a European Innovation Council (EIC) for implementing actions under Pillar III 'Innovative Europe' which relates to the EIC. The EIC shall operate according to the following principles: focus on breakthrough and disruptive innovation, autonomy, ability to take risk, efficiency, effectiveness, transparency and accountability.</i>		<i>1. The Commission shall establish a European Innovation Council (EIC) for implementing actions under Pillar III 'Innovative Europe' which relates to the EIC. The EIC shall operate according to the following principles: a main focus on breakthrough and disruptive innovation, autonomy, ability to take risk, efficiency, effectiveness, transparency and accountability. The EIC, together with other parts of the Horizon Europe, shall stimulate all forms of innovation ranging from incremental to breakthrough and disruptive innovation targeting especially market-creating innovation.</i>

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216		<i>2. The EIC shall be open to all types of innovators from individuals to universities, research organisations and companies, startups, in particular SMEs and mid-caps and from single beneficiaries to multi-disciplinary consortia. At least 70% of EIC budget shall be dedicated to innovative start-ups and SMEs.</i>		<i>2. The EIC shall be open to all types of innovators from individuals to universities, research organisations and companies, startups, in particular SMEs and small mid-caps and from single beneficiaries to multi-disciplinary consortia. At least 70% of EIC budget shall be dedicated to innovative start-ups and SMEs.</i>
217		<i>3. The EIC Board and management features of the EIC are defined in Decision (EU)... [Specific Programme] and its annexes.</i>		
218	<b>Article 8 European Partnerships</b>	<i>Unchanged</i>	<i>Unchanged</i>	
219	1. Parts of Horizon Europe may be implemented through European Partnerships. The involvement of the Union in European Partnerships may take any of the following forms:	<i>Unchanged</i>	<i>Unchanged</i>	
220	(a) participation in partnerships set up on the basis of memoranda of understanding and/or	<i>Unchanged</i>	(a) participation in partnerships set up on the basis of memoranda of understanding and/or contractual arrangements	PGA; Agreed with the EP

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	contractual arrangements between the Commission and the partners referred to in Article 2(3), specifying the objectives of the partnership, related commitments for financial and/or in-kind contributions of the partners, key performance and impact indicators, and outputs to be delivered. They include the identification of complementary research and innovation activities that are implemented by the partners and by the Programme (Co-programmed European Partnerships);		between the Commission and the partners referred to in Article 2(3), specifying the objectives of the partnership, related commitments <b>from all involved sides</b> for financial and/or in-kind contributions of the partners, key performance and impact indicators, outputs to be delivered <b>and reporting modalities</b> . They include the identification of complementary research and innovation activities that are implemented by the partners and by the Programme (Co-programmed European Partnerships);	
221	(b) participation in and financial contribution to a programme of research and innovation activities, based on the commitment of the partners for financial and in-kind contributions and integration of their relevant activities using a Programme co-fund action (Co-funded European Partnerships);	<i>Unchanged</i>	(b) participation in and financial contribution to a programme of research and innovation activities, <b>specifying the objectives, key performance and impact indicators, and outputs to be delivered</b> , based on the commitment of the partners for financial and/or in-kind contributions and integration of their relevant activities using a Programme co-fund action (Co-funded	PGA; Agreed with the EP

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			European Partnerships); <b>[financial contributions stemming from ESIF shall be allowed and considered as a national contribution.]</b>	
222	(c) participation in and financial contribution to research and innovation programmes undertaken by several Member States in accordance with Article 185 TFEU, or by bodies established pursuant to Article 187 TFEU, such as Joint Undertakings, or by the EIT Knowledge and Innovation Communities in compliance with the [EIT Regulation] (Institutionalised European Partnerships), to be implemented only where other forms of European Partnerships would not achieve the objectives or would not generate the necessary expected impacts, and if justified by a long-term perspective and high degree of integration including central management of all financial contributions.	(c) participation in and financial <i>and/or in-kind contributions</i> to research and innovation programmes undertaken by several Member States in accordance with Article 185 TFEU, or by bodies established pursuant to Article 187 TFEU, such as Joint Undertakings, or by the EIT Knowledge and Innovation Communities in compliance with the [EIT Regulation] (Institutionalised European Partnerships), to be implemented only where other forms of European Partnerships would not achieve the objectives or would not generate the necessary expected impacts, and if justified by a long-term perspective and high degree of integration including central management of all financial contributions.	(c) participation in and financial contribution to research and innovation programmes undertaken by several Member States in accordance with Article 185 TFEU, or by bodies established pursuant to Article 187 TFEU, such as Joint Undertakings, or by the EIT Knowledge and Innovation Communities in compliance with the {EIT Regulation} (Institutionalised European Partnerships). <b>Such partnerships shall be to be implemented only where other parts of the Horizon Europe programme, including</b> other forms of European Partnerships would not achieve the objectives or would not generate the necessary expected impacts, and if justified by a long-term perspective and high degree of integration <del>including</del> . <b>Partnerships in accordance</b>	PGA

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			<p>with Article 185 TFEU or pursuant to Article 187 TEFU shall implement a central management of all financial contributions, <b>except in duly justified cases, while respecting the principle that the contribution from one participating state will not be used to support a beneficiary from another participating state, unless otherwise agreed among all participating states concerned. The rules for such partnerships shall specify inter alia the objectives, key performance and impact indicators, and outputs to be delivered, as well as the related commitments for financial and/or in-kind contributions of the partners. [Financial contributions stemming from ESIF shall be allowed and considered as a national contribution.]</b></p>	
223	2. European Partnerships shall:	<i>Unchanged</i>	<i>Unchanged</i>	
224	(a) Be established in cases where they will more effectively achieve objectives	(a) <i>be</i> established <i>only</i> in cases where they will more effectively achieve objectives of	(a) Be established for <b>addressing European or global challenges only</b> in cases	(a) Be established for addressing European or global challenges only in cases where they will

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	of Horizon Europe than the Union alone;	Horizon Europe <i>when compared to other parts of the Framework programme</i> ;	where they will more effectively achieve objectives of Horizon Europe than the Union alone. <b>Those parts shall have an appropriate share of the budget of Horizon Europe. The majority of the budget in pillar II shall be allocated to actions outside of European partnerships</b> ;	more effectively achieve objectives of Horizon Europe than the Union alone and <i>where they will more effectively achieve objectives of Horizon Europe when compared to other forms of support of the Framework programme</i> . Those parts shall have an appropriate share of the budget of Horizon Europe. The majority of the budget in pillar II shall be allocated to actions outside of European partnerships;
225	(b) Adhere to the principles of Union added value, transparency, openness, impact, leverage effect, long-term financial commitment of all the involved parties, flexibility, coherence and complementarity with Union, local, regional national and international initiatives;	(b) <i>adhere</i> to the principles of Union added value, transparency, openness, impact, <b>strong</b> leverage effect, long-term financial <i>and/or in-kind</i> commitment of all the involved parties, flexibility, coherence, and complementarity with Union, local, regional national and international initiatives;	(b) Adhere to the principles of Union added value, transparency, openness, impact <b>within and for Europe</b> , leverage effect <b>on sufficient scale</b> , long-term financial commitment of all the involved parties, flexibility <b>in implementation</b> , coherence, <b>coordination</b> and complementarity with Union, local, regional, national and, <b>where relevant</b> , international initiatives <b>or other partnerships and missions</b> ;	(b) Adhere to the principles of Union added value, transparency, openness, impact within and for Europe, <b>strong</b> leverage effect on sufficient scale, long-term financial <i>and/or in-kind</i> commitment of all the involved parties, flexibility in implementation, coherence, coordination and complementarity with Union, local, regional, national and, where relevant, international initiatives or other partnerships and missions;
226	(c) Be time limited and include conditions for phasing-	(c) <i>be</i> time limited and include conditions for phasing-	(c) <b>Have a clear life-cycle approach</b> , be time limited and	PGA; Agreed with the EP

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	out the Programme funding.	out the Programme funding.	include conditions for phasing-out the Programme funding.	
227		<i>2 a. All Partnerships shall be identified in Strategic R&amp;I Plans, as referred to in Article 6 of and Annex III to the Framework Programme and Annex I to the Specific Programme, before being implemented in work programmes or work plans.</i>		Not acceptable
228	Provisions and criteria for their selection, implementation, monitoring, evaluation and phasing-out are set out in Annex III.	<i>Unchanged</i>	<i>Unchanged</i>	
229	<b>Article 9 Budget</b>	<i>Unchanged</i>	<i>Unchanged</i>	
261	<b>Article 10 Open access and open data</b>	<i>Unchanged</i>	Article 10 <b>Open access and open data science</b>	PGA
262	1. Open access to scientific publications resulting from research funded under the Programme shall be ensured in accordance with Article 35(3). Open access to research data shall be ensured in line with the principle 'as open as possible, as closed as necessary'. Open access to	1. Open access to scientific publications resulting from research funded under the Programme shall be ensured in accordance with Article 35(3). Open access to research data shall be ensured in line with the principle 'as open as possible, as closed as necessary'.	1. Open access to scientific publications resulting from research funded under the Programme <b>and open access to research data, including those underlying scientific publications</b> , shall be ensured in accordance with Article 35(3) <b>of this regulation</b> . <del>Open access to research data</del> <b>The latter</b> shall	<i>1. The programme shall encourage open science as an approach to the scientific process based on cooperative work and diffusing knowledge, in particular in line with the following elements:</i> - Open access to scientific publications resulting from research funded under the

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	other research outputs shall be encouraged.		also be ensured in line with the principle 'as open as possible, as closed as necessary'. Open access to other research outputs shall be encouraged, <b>including for the benefit of SMEs.</b>	Programme; - open access to research data, including those underlying scientific publications, shall be ensured in accordance with Article 35(3) of this regulation. <b><i>The latter shall also be in line with the principle 'as open as possible, as closed as necessary';</i></b> <del>– Open access to other research outputs shall be encouraged, including for the benefit of SMEs.</del>
263		<i>1 a. Open access to research data shall recognise the need for different access regimes because of the Union's economic interest, Intellectual Property Rights, personal data protection and confidentiality, security concerns and other legitimate interests, including the possibility for opt-out. Data management plans during the duration of the project shall be considered as eligible costs.</i>		To be deleted; Agreed with the EP
264		<i>1 b. Reciprocal open access to scientific publications and research data shall be promoted internationally,</i>		1a. The principle of reciprocity in open science shall be promoted and encouraged in all association and cooperation

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		<i>taking into account the Union's competitiveness and industrial interests. In particular, reciprocal open access shall be encouraged in all association agreements and in S&amp;T cooperation agreements with third countries, including agreements signed by funding bodies entrusted for indirect management of the Programme.</i>		agreements <i>with third countries, including agreements signed by funding bodies entrusted for indirect management of the Programme.</i>
265	2. Responsible management of research data shall be ensured in line with the principles 'Findability', 'Accessibility', 'Interoperability' and 'Reusability' (FAIR).	2. Responsible management of research data shall be ensured in line with the principles <i>of data</i> 'Findability', 'Accessibility', 'Interoperability' and 'Reusability' (FAIR).	2. Responsible management of research data shall be ensured in line with the principles 'Findability', 'Accessibility', 'Interoperability' and 'Reusability' (FAIR). <b>Attention shall also be paid to the long-term preservation of data.</b>	PGA; Agreed with the EP
266	3. Open science practices beyond open access to research outputs and responsible management of research data shall be promoted.	3. Open science practices beyond open access to research <i>data and scientific publications</i> and responsible management of research data shall be promoted.	3. Open science practices <b>including and</b> beyond open access to research outputs and responsible management of research data shall be promoted <b>and encouraged.</b>	3. Other open science practices shall be promoted and encouraged, including for the benefit of SMEs.
267	<b>Article 11 Complementary and combined funding</b>	Article 11 Complementary, combined <i>and cumulative</i> funding	Article 11 <b>Complementary funding</b>	
275	<b>Article 12 Third countries associated to</b>	<i>Unchanged</i>	Article 12 Third countries associated to the	

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	<b>the Programme</b>		Programme <sup>1</sup>	
294	<b>TITLE II RULES FOR PARTICIPATION AND DISSEMINATION</b>	<i>Unchanged</i>	<i>Unchanged</i>	
295	<b>CHAPTER I General provisions</b>	<i>Unchanged</i>	<i>Unchanged</i>	
296	<b>Article 13 Funding bodies and direct actions of JRC</b>	<i>Unchanged</i>	<i>Unchanged</i>	
299	<b>Article 14 Eligible actions</b>	Article 14 Eligible actions <i>and ethical principles</i>	<i>Unchanged</i>	<b>Article 14</b> Eligible actions <i>and ethical principles</i>
300	1. Without prejudice to paragraphs 2 and 3 of this Article, only actions implementing the objectives referred to in Article 3 shall be eligible for funding.	<i>Unchanged</i>	1. Without prejudice to paragraphs 2 <del>and 3</del> of this Article, only actions implementing the objectives referred to in Article 3 shall be eligible for funding.	PGA; Agreed with the EP
301	The following fields of research shall not be financed:	<i>Unchanged</i>	<i>Unchanged</i>	
302	(a) activities aiming at human cloning for reproductive purposes;	<i>Unchanged</i>	<i>Unchanged</i>	
303	(b) activities intended to modify the genetic heritage of human beings which could	<i>Unchanged</i>	<i>Unchanged</i>	

<sup>1</sup> [This article is part of the MFF negotiating box and will therefore be modified based on horizontal orientation. It is understood that the association of EFTA members should be in accordance with the specific conditions laid down in agreements between the Union and those countries.]

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	make such changes heritable <sup>30</sup> ;  30. Research relating to cancer treatment of the gonads can be financed			
304	(c) activities intended to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.	<i>Unchanged</i>	<i>Unchanged</i>	
305	2. Research on human stem cells, both adult and embryonic, may be financed, depending both on the contents of the scientific proposal and the legal framework of the Member States involved. No funding shall be granted for research activities that are prohibited in all the Member States. No activity shall be funded in a Member State where such activity is forbidden.	<i>Unchanged</i>	2. Research on human stem cells, both adult and embryonic, may be financed, depending both on the contents of the scientific proposal and the legal framework of the Member States involved. No funding shall be granted, <b>neither within nor outside the EU</b> , for research activities that are prohibited in all the Member States. No activity shall be funded in a Member State where such activity is forbidden.	PGA; Agreed with the EP
306	3. The fields of research set out in paragraph 1 may be reviewed within the context of the interim evaluation referred to in Article 47(2) in the light	<i>Unchanged</i>	<del>3. The fields of research set out in paragraph 1 may be reviewed within the context of the interim evaluation referred to in Article 47(2) in the light of scientific</del>	PGA (= text deleted); Agreed with the EP

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	of scientific advances.		advances-	
307	<b>Article 15 Ethics</b>	<i>Unchanged</i>	Article 15 Ethics <sup>12</sup>  <b>12. Subject to the final legal act, the Commission will provide a declaration on human embryonic stem cell research as in H2020 (Declaration 2013 / C 373/02).</b>	PGA, Agreed with the EP
308	1. Actions carried out under the Programme shall comply with ethical principles and relevant national, Union and international legislation, including the Charter of Fundamental Rights of the European Union and the European Convention on Human Rights and its Supplementary Protocols.	<i>Unchanged</i>	<i>Unchanged</i>	
309	Particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination and the need to ensure high levels of human health protection.	<i>Unchanged</i>	Particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination <del>and</del> , the need to ensure high levels of human health protection <b>as well as the protection of the environment.</b>	Particular attention shall be paid to the principle of proportionality, the right to privacy, the right to the protection of personal data, the right to the physical and mental integrity of a person, the right to non-discrimination, the need to ensure <b><i>protection of the environment and high levels of human health protection.</i></b>

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310	2. Entities participating in the action shall provide:	<i>Unchanged</i>	<i>Unchanged</i>	
311	(a) an ethics self-assessment identifying and detailing all the foreseeable ethics issues related to the objective, implementation and likely impact of the activities to be funded, including a confirmation of compliance with paragraph 1, and a description of how it will be ensured;	<i>Unchanged</i>	<i>Unchanged</i>	
312	(b) a confirmation that the activities will comply with the European Code of Conduct for Research Integrity published by All European Academies and that no activities excluded from funding will be conducted;	<i>Unchanged</i>	<i>Unchanged</i>	
313	(c) for activities carried out outside the Union, a confirmation that the same activities would have been allowed in a Member State; and	<i>Unchanged</i>	<i>Unchanged</i>	
314	(d) for activities making use of human embryonic stem cells, as appropriate, details of licensing and control measures	<i>Unchanged</i>	<i>Unchanged</i>	

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	that shall be taken by the competent authorities of the Member States concerned as well as details of the ethics approvals that shall be obtained before the activities concerned start.			
315	3. Proposals shall be systematically screened to identify those actions raising complex or serious ethics issues and submit them to an ethics assessment. The ethics assessment shall be carried out by the Commission unless it is delegated to the funding body. For actions involving the use of human embryonic stem cells or human embryos, an ethics assessment shall be mandatory. Ethics screenings and assessments shall be carried out with the support of ethics experts. The Commission and the funding bodies shall ensure the transparency of the ethics procedures as much as possible.	3. Proposals shall be systematically screened to identify those actions raising complex or serious ethics issues and submit them to an ethics assessment. The ethics assessment shall be carried out by the Commission unless it is delegated to the funding body. For actions involving the use of human embryonic stem cells or human embryos, an ethics assessment shall be mandatory. Ethics screenings and assessments shall be carried out with the support of ethics experts. The Commission and the funding bodies shall ensure the transparency of the ethics procedures <del>as much as possible</del> .	<i>Unchanged</i>	3. Proposals shall be systematically screened to identify those actions raising complex or serious ethics issues and submit them to an ethics assessment. The ethics assessment shall be carried out by the Commission unless it is delegated to the funding body. For actions involving the use of human embryonic stem cells or human embryos, an ethics assessment shall be mandatory. Ethics screenings and assessments shall be carried out with the support of ethics experts. The Commission and the funding bodies shall ensure the transparency of the ethics procedures <b>without prejudice to the confidentiality of the content of the procedure</b> .
316	4. Entities participating in the action shall obtain all	<i>Unchanged</i>	<i>Unchanged</i>	

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	approvals or other mandatory documents from the relevant national, local ethics committees or other bodies such as data protection authorities before the start of the relevant activities. Those documents shall be kept on file and provided to the Commission or funding body upon request.			
317	5. If appropriate, ethics checks shall be carried out by the Commission or funding body. For serious or complex ethics issues, the checks shall be carried out by the Commission unless it is delegated to the funding body.	<i>Unchanged</i>	<i>Unchanged</i>	
318	Ethics checks shall be carried out with the support of ethics experts.	<i>Unchanged</i>	<i>Unchanged</i>	
319	6. Actions which are not ethically acceptable may be rejected or terminated at any time.	6. Actions which are not ethically acceptable <i>shall</i> be rejected or terminated <i>as soon as the ethical unacceptability has been established.</i>	6. Actions which <del>are do</del> not ethically acceptable <b>fulfil the ethical requirements referred to in paragraph 1-4</b> may be rejected or terminated at any time.	6. Actions which do not fulfil the ethical requirements referred to in paragraph 1-4 <del>may</del> <i>shall</i> be rejected or terminated at any time, <i>once the ethical unacceptability has been established.</i>
320	<b>Article 16 Security</b>	<i>Unchanged</i>	<i>Unchanged</i>	

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329	<b>CHAPTER II Grants</b>	<i>Unchanged</i>	<i>Unchanged</i>	
330	<b>Article 17 Grants</b>	<i>Unchanged</i>	<i>Unchanged</i>	
332	<b>Article 18 Entities eligible for participation</b>	<i>Unchanged</i>	<i>Unchanged</i>	
405	<b>Article 19 Entities eligible for funding</b>	<i>Unchanged</i>	<i>Unchanged</i>	
417	<b>Article 20 Calls for proposals</b>	<i>Unchanged</i>	<i>Unchanged</i>	
418	1. For all actions, except for EIC Pathfinder transition activities, the content of the calls for proposals shall be included in the work programme.	1. For all actions the content of the calls for proposals shall be included in the work programme.	1. For all actions, except for <del>EIC Pathfinder transition activities</del> , <b>Notwithstanding the specific provisions in paragraph 2</b> , the content of the calls for proposals <b>for all actions</b> shall be included in the work programme.	
419		<i>The work programme shall explain why a particular action is to be funded with reference to the outcome of specific previous projects and to the state of science, technology and, innovation at national, Union and international level and of relevant policy, market and societal developments.</i>		
420	2. For EIC Pathfinder transition activities:	<i>Deleted</i>	2. For <b>the development of portfolios of actions under</b>	

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			EIC Pathfinder transition activities:	
421	(a) the launch and the content of the calls for proposals shall be determined with regard to objectives and budget established by the work programme in relation with the concerned portfolio of actions;	<i>Deleted</i>	<i>Unchanged</i>	
422	(b) grants for a fixed amount not exceeding EUR 50,000 may be awarded without a call for proposals to carry out urgent coordination and support actions for reinforcing the portfolio's community of beneficiaries or assessing possible spin-offs or potential market creating-innovation.	<i>Deleted</i>	<del>(b) grants for</del> <b>Each proposal selected under the EIC Pathfinder through a call for proposals shall include a fixed amount not exceeding of EUR 50,000 may be awarded without a call for proposals to carry out urgent coordination and support actions for reinforcing the portfolio's community of beneficiaries or complementary activities, such as assessing possible spin-offs, or potential market-creating innovations or developing a convincing business plan. The use of this amount will be subject to a prior authorisation by the Commission. The Programme Committee established under the Specific Programme shall</b>	

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			<b>be informed of such cases.</b>	
423	3. If necessary to achieve their objectives, calls may be restricted to develop additional activities or to add additional partners to existing actions.	<i>Unchanged</i>	3. If necessary to achieve their objectives, calls may, <b>in exceptional cases</b> , be restricted to develop additional activities or to add additional partners to existing actions. <b>In addition the work programme may foresee the possibility for legal entities from low R&amp;I performing Member States to join already selected collaborative R&amp;I actions, subject to the agreement of the respective consortium and provided that legal entities from such Member States are not yet participating in it.</b>	PGA
424	4. A call for proposals is not required for coordination and support actions or programme co-fund actions which:	<i>Unchanged</i>	<i>Unchanged</i>	
425	(a) are to be carried out by the Joint Research Centre or legal entities identified in the work programme and	<i>Unchanged</i>	(a) are to be carried out by the <del>Joint Research Centre</del> <b>JRC</b> or legal entities identified in the work programme; and	PGA; Agreed with the EP
426	(b) do not fall within the scope of a call for proposals.	<i>Unchanged</i>	(b) do not fall within the scope of a call for proposals, <b>in accordance with Article 195(e) of the Financial Regulation.</b>	PGA; Agreed with the EP

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427	5. The work programme shall specify calls for which "Seals of Excellence" will be awarded. With prior authorisation from the applicant, information concerning the application and the evaluation may be shared with interested financing authorities, subject to the conclusion of confidentiality agreements.	<i>Unchanged</i>	<i>Unchanged</i>	
428		<b>5 a. To tackle oversubscription, the Commission may apply, to a number of calls, a two-stage evaluation procedure.</b>		<b>5 a. The Commission and other funding bodies may apply, to a number of calls, a two-stage evaluation procedure, amongst other to tackle oversubscription.</b>
429	<b>Article 21 Joint calls</b>	<i>Unchanged</i>	<i>Unchanged</i>	
430	The Commission or funding body may issue a joint call for proposals with:	<i>Unchanged</i>	<i>Unchanged</i>	
431	(a) third countries, including their scientific and technological organisations or agencies;	<i>Unchanged</i>	<i>Unchanged</i>	
432	(b) international organisations;	<i>Unchanged</i>	<i>Unchanged</i>	
433	(c) non-profit legal entities.	<i>Unchanged</i>	<i>Unchanged</i>	

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434	In the case of a joint call, joint procedures shall be established for selection and evaluation of proposals. The procedures shall involve a balanced group of experts appointed by each party.	In the case of a joint call, <b><i>applying consortia shall fulfil the requirements under Article 18 of this Regulation and</i></b> joint procedures shall be established for selection and evaluation of proposals. The procedures shall involve a balanced group of experts appointed by each party.	<i>Unchanged</i>	In the case of a joint call, <b><i>applicants shall fulfil the requirements under Article 18 of this Regulation and</i></b> joint procedures shall be established for selection and evaluation of proposals. The procedures shall involve a balanced group of experts appointed by each party.
435	<b>Article 22 Pre-commercial procurement and procurement of innovative solutions</b>	<i>Unchanged</i>	<i>Unchanged</i>	
444	<b>Article 23 Cumulative funding</b>	<i>Deleted</i>	<sup>19</sup> [Article 23 Cumulative funding  <b>19. [Subject to the outcome of negotiations on the respective legal acts.]</b>	
446	<b>Article 24 Selection criteria</b>	Article 24 <b><i>Financial capacity of applicants</i></b>	<i>Unchanged</i>	Article 24 <b><i>Financial capacity of applicants</i></b>
447	1. By derogation from Article 198 of the Financial Regulation, the financial capacity shall be verified only for the coordinator and only if the requested funding from the Union for the action is equal to or greater than EUR 500 000.	<i>Unchanged</i>	1. <b>In addition to the exceptions mentioned in Article 198(5)</b> of the Financial Regulation, the financial capacity shall be verified only for the coordinator and only if the requested funding from the Union for the action is equal to or greater than EUR 500 000.	PGA; Agreed with the EP

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448	2. However, if there are grounds to doubt the financial capacity or if there is a higher risk due to the participation in several ongoing actions funded by Union research and innovation programmes, the Commission or funding body shall verify also the financial capacity of other applicants or of coordinators below the threshold referred to in paragraph 1.	<i>Unchanged</i>	<i>Unchanged</i>	
449	3. If the financial capacity is structurally guaranteed by another legal entity, the financial capacity of the latter shall be verified.	<i>Unchanged</i>	<i>Unchanged</i>	
450	4. In case of weak financial capacity, the Commission or funding body may make participation of the applicant conditional on provision of a declaration on joint and several liability by an affiliated entity.	<i>Unchanged</i>	<i>Unchanged</i>	
451	5. The contribution to the Mutual Insurance Mechanism set out in Article 33 shall be considered a sufficient guarantee under Article 152 of	<i>Unchanged</i>	<i>Unchanged</i>	

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	the Financial Regulation. No additional guarantee or security may be accepted from beneficiaries or imposed upon them.			
452	<b>Article 25 Award criteria</b>	Article 25 <b>Selection and</b> award criteria	<i>Unchanged</i>	Article 25 <b>Selection and</b> award criteria
453	1. A proposal shall be evaluated on the basis of the following award criteria:	<i>Unchanged</i>	<i>Unchanged</i>	
454	(a) excellence;	<i>Unchanged</i>	<i>Unchanged</i>	
455	(b) impact;	<i>Unchanged</i>	<i>Unchanged</i>	
456	(c) quality and efficiency of the implementation.	<i>Unchanged</i>	<i>Unchanged</i>	
457	2. Only the criterion referred to in point (a) of paragraph 1 shall apply to proposals for ERC frontier research actions.	2. Only the criterion referred to in point (a) of paragraph 1 shall apply to proposals for ERC frontier research actions. <b>Only in cases when two or more excellent projects obtain the same ranking, the differentiation shall be made by applying the criteria referred to in point (b) or point (c) of paragraph 1.</b>	<i>Unchanged</i>	2. Only the criterion referred to in point (a) of paragraph 1 shall apply to proposals for ERC frontier research actions. <b>Only in cases when two or more excellent projects obtain the same ranking, the differentiation shall be made by applying the criteria referred to in point (b) or point (c) of paragraph 1.</b>
458	3. The work programme shall lay down further details of the application of the award criteria laid down in paragraph 1, and may specify weightings	3. The work programme shall lay down further details of the application of the award criteria laid down in paragraph 1 <b>including any weighting,</b>	<i>Unchanged</i>	3. The work programme shall lay down further details of the application of the award criteria laid down in paragraph 1 <b>including any weighting,</b>

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	and thresholds.	thresholds <i>and rules for dealing with ex-aequo proposals, taking into consideration the objectives of the call for proposals. The conditions for dealing with ex-aequo proposals may include, but not limited to the following criteria: SMEs, gender, widening countries participants;</i>		thresholds <i>and rules for dealing with ex-aequo proposals, taking into consideration the objectives of the call for proposals. The conditions for dealing with ex-aequo proposals may include, but not limited to the following criteria: SMEs, gender, widening countries participants;</i>
459		<i>3 a. The Commission shall take into account the possibility of a two-stage submission procedure and where possible, anonymised proposals may be evaluated during the first stage of evaluation based on the award criteria referred to in paragraph 1.</i>		<i>3a. The Commission and other funding bodies shall take into account the possibility of a two-stage submission procedure and where appropriate, anonymised proposals may be evaluated during the first stage of evaluation based on the award criteria referred to in paragraph 1.</i>
460	<b>Article 26 Evaluation</b>	<i>Unchanged</i>	<i>Unchanged</i>	
471	<b>Article 27 Evaluation review procedure</b>	Article 27 Evaluation review procedure, <i>enquiries and complaints</i>	<i>Unchanged</i>	
479	<b>Article 28 Time to grant</b>	<i>Unchanged</i>	<i>Unchanged</i>	
487	<b>Article 29 Implementation of the grant</b>	<i>Unchanged</i>	<i>Unchanged</i>	
488	1. If a beneficiary fails to comply with its obligations	<i>Unchanged</i>	<i>Unchanged</i>	

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	regarding the technical implementation of the action, the other beneficiaries shall comply with those obligations without any additional Union funding, unless they are expressly relieved of that obligation. The financial responsibility of each beneficiary shall be limited to its own debt subject to the provisions relating to the Mutual Insurance Mechanism.			
489	2. The grant agreement may establish milestones and related pre-financing installments. If milestones are not met, the action may be suspended, amended or terminated.	<i>Unchanged</i>	2. The grant agreement may establish milestones and related pre-financing installments. If milestones are not met, the action may be suspended, amended or <b>if duly justified</b> , be terminated.	PGA; Agreed with the EP
490	3. The action may also be terminated where expected results have lost their relevance for the Union due to scientific, technological or economic reasons, including in the case of EIC and missions, their relevance as part of a portfolio of actions.	3. The action may also be terminated where expected results <b>and/or milestones</b> have lost their relevance for <b>both</b> the Union <b>and the beneficiaries</b> due to scientific, technological or economic reasons, including in the case of EIC and missions, their relevance as part of a portfolio of actions. <b>The Commission shall undergo a</b>	3. The action may also be terminated where expected results have lost their relevance for the Union due to scientific or technological reasons, <b>or</b> in the case of <b>the EIC acceleator also due to economic reasons.</b>	<i>3. The action may also be terminated where expected results <b>and/or milestones</b> have lost their relevance for the Union due to scientific or technological reasons, or in the case of the EIC acceleator also due to economic reasons, <b>or in the case of EIC and missions due to their relevance as part of a portfolio of actions. The</b></i>

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		<i>procedure with the action coordinator and if appropriate with external experts before deciding to terminate an action.</i>		<i>Commission shall undergo a procedure with the action coordinator and if appropriate with external experts before deciding to terminate an action, in accordance with Article 133 of the Financial Regulation.</i>
491			<b>Article 29a Model Grant Agreement</b>	
492			<b>1. The Commission shall, in close cooperation with the Member States, draw up model grant agreements between the Commission or the relevant funding body and the beneficiaries in accordance with this Regulation. If a significant modification of a model grant agreement is required, the Commission shall, in close cooperation with the Member States, revise it as appropriate.</b>	1. The Commission shall, in close cooperation with the Member States, draw up model grant agreements between the Commission or the relevant funding body and the beneficiaries in accordance with this Regulation. If a significant modification of a model grant agreement is required, <i>in view of further simplification for beneficiaries</i> , the Commission shall, in close cooperation with the Member States, revise it as appropriate.
493			<b>2. The grant agreement shall establish the rights and obligations of the beneficiaries and of either the Commission or the relevant funding body in compliance with this Regulation. It shall also</b>	PGA

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			establish the rights and obligations of legal entities which become beneficiaries during the implementation of the action, as well as the role and tasks of a consortium coordinator.	
493a				<i>The Commission shall further simplify its tools and guidance in such a way that they impose a minimal burden on beneficiaries. In particular, the Commission shall consider issuing an abridged version of the guidance (AMGA).</i>
494	<b>Article 30 Funding rates</b>	<i>Unchanged</i>	<i>Unchanged</i>	
495	1. A single funding rate per action shall apply for all activities it funds. The maximum rate shall be fixed in the work programme.	1. A single funding rate per action shall apply for all activities it funds. The maximum rate <i>per action</i> shall be fixed in the work programme.	<i>Unchanged</i>	1. A single funding rate per action shall apply for all activities it funds. The maximum rate <i>per action</i> shall be fixed in the work programme.
496	2. The Programme may reimburse up to 100 % of total eligible costs of an action, except for:	<i>Unchanged</i>	<i>Unchanged</i>	
497	(a) innovation actions: up to 70 % of the total eligible costs, except for non-profit legal entities where the	<i>Unchanged</i>	<i>Unchanged</i>	

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	Programme may reimburse up to 100 % of the total eligible costs;			
498	(b) programme co-fund actions: at least 30 % of the total eligible costs, and in identified and duly justified cases up to 70 %.	<i>Unchanged</i>	<i>Unchanged</i>	
499	3. The funding rates determined in this Article shall also apply for actions where flat rate, unit or lump sum financing is fixed for the whole or part of the action.	<i>Unchanged</i>	<i>Unchanged</i>	
500	<b>Article 31 Indirect costs</b>	<i>Unchanged</i>	<i>Unchanged</i>	
504	<b>Article 32 Eligible costs</b>	<i>Unchanged</i>	<i>Unchanged</i>	
514	<b>Article 33 Mutual Insurance Mechanism</b>	<i>Unchanged</i>	<i>Unchanged</i>	
515	1. A Mutual Insurance Mechanism (the 'Mechanism') is hereby established which shall replace and succeed the fund set up in accordance with Article 38 of Regulation (EC) No 1290/2013. The Mechanism shall cover the risk associated with non-recovery of sums due by the	<i>Unchanged</i>	<i>Unchanged</i>	

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	beneficiaries:			
516	(a) to the Commission under Decision No 1982/2006/EC,	<i>Unchanged</i>	<i>Unchanged</i>	
517	(b) to the Commission and Union bodies under "Horizon 2020",	<i>Unchanged</i>	<i>Unchanged</i>	
518	(c) to the Commission and funding bodies under the Programme.	<i>Unchanged</i>	<i>Unchanged</i>	
519	The coverage of the risk regarding funding bodies referred to in point (c) of the first subparagraph may be implemented through an indirect coverage system set out in the applicable agreement and taking into account the nature of the funding body.	<i>Unchanged</i>	<i>Unchanged</i>	
520	2. The Mechanism shall be managed by the Union, represented by the Commission acting as executive agent. The Commission shall set up specific rules for the operation of the Fund.	<i>Unchanged</i>	2. The Mechanism shall be managed by the Union, represented by the Commission acting as executive agent. The Commission shall set up specific rules for the operation of the <b>Mechanism</b> .	PGA; Agreed with the EP

Row	COMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
521	3. Beneficiaries shall make a contribution of 5 % of the Union funding for the action. On the basis of periodic evaluations, this contribution may be raised by the Commission up to 8% or may be reduced under 5%. The beneficiaries' contribution to the Mechanism may be offset from the initial pre-financing and be paid to the Fund on behalf of the beneficiaries.	3. Beneficiaries shall make a contribution of 5 % of the Union funding for the action. On the basis of <i>transparent</i> evaluations <i>carried out annually</i> , this contribution may be raised by the Commission up to 8% or may be reduced under 5%. The beneficiaries' contribution to the Mechanism may be offset from the initial pre-financing and be paid to the Fund on behalf of the beneficiaries.	3. Beneficiaries shall make a contribution of 5 % of the Union funding for the action. On the basis of periodic evaluations, this contribution may be raised by the Commission up to 8% or may be reduced under 5%. The beneficiaries' contribution to the Mechanism <b>shall</b> be offset from the initial pre-financing and be paid to the <b>Mechanism</b> on behalf of the beneficiaries, <b>and shall in no circumstance exceed the amount of the initial pre-financing.</b>	3. Beneficiaries shall make a contribution of 5 % of the Union funding for the action. On the basis of <i>periodic transparent</i> evaluations <i>carried out annually</i> , this contribution may be raised by the Commission up to 8% or may be reduced under 5%. The beneficiaries' contribution <b>to the Mechanism shall be offset from the initial pre-financing and be paid to the Mechanism on behalf of the beneficiaries, and shall in no circumstance exceed the amount of the initial pre-financing.</b>
522	4. The contribution of the beneficiaries shall be returned at the payment of the balance.	<i>Unchanged</i>	<i>Unchanged</i>	
523	5. Any financial return generated by the Mechanism shall be added to the Mechanism. If the return is insufficient, the Mechanism shall not intervene and the Commission or funding body shall recover directly from beneficiaries or third parties any amount owed.	<i>Unchanged</i>	<i>Unchanged</i>	

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524	6. The amounts recovered shall constitute revenue assigned to the Mechanism within the meaning of Article 21(4) of the Financial Regulation. Once all grants whose risk is covered directly or indirectly by the Mechanism are completed, any sums outstanding shall be recovered by the Commission and entered into the budget of the Union, subject to decisions of the legislative authority.	6. The amounts recovered shall constitute revenue assigned to the Mechanism within the meaning of Article 21(4) of the Financial Regulation. Once all grants whose risk is covered directly or indirectly by the Mechanism are completed, any sums outstanding shall be recovered by the Commission and entered into the budget of the Union.	<i>Unchanged</i>	PGA; Agreed with the EP
525	7. The Mechanism may be opened to beneficiaries of any other directly managed Union programme. The Commission shall adopt modalities for participation of beneficiaries of other programmes.	7. The Mechanism may be <i>extended</i> to beneficiaries of any other directly managed Union programme. The Commission shall adopt modalities for participation of beneficiaries of other programmes.	<i>Unchanged</i>	7. The Mechanism may be <i>extended</i> to beneficiaries of any other directly managed Union programme. The Commission shall adopt modalities for participation of beneficiaries of other programmes.
526	<b>Article 34</b> <b>Ownership and protection</b>	<i>Unchanged</i>	<i>Unchanged</i>	
536	<b>Article 35</b> <b>Exploitation and dissemination</b>	<i>Unchanged</i>	<i>Unchanged</i>	
537	1. Beneficiaries having received Union funding shall use their best efforts to exploit their results, in particular in	1. Beneficiaries having received Union funding shall <i>make</i> their best efforts to exploit their results, <i>especially</i> in the	1. Beneficiaries having received Union funding shall use their best efforts to exploit their results, in particular in the	PGA

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	the Union. Exploitation may be done directly by the beneficiaries or indirectly in particular through the transfer and licensing of results in accordance with Article 36.	Union. Exploitation may be done directly by the beneficiaries or indirectly in particular through the transfer and licensing of results in accordance with Article 36.	Union <b>and in the Associated Countries of the beneficiaries involved in the action.</b> Exploitation may be done directly by the beneficiaries or indirectly in particular through the transfer and licensing of results in accordance with Article 36.	
538	The work programme may provide for additional exploitation obligations.	<i>Unchanged</i>	<i>Unchanged</i>	
539	If despite a beneficiary's best efforts to exploit its results directly or indirectly no exploitation takes place within a given period as identified in the grant agreement, the beneficiary shall use an appropriate online platform as identified in the grant agreement to find interested parties to exploit those results. If justified on the basis of a request of the beneficiary, this obligation may be waived.	If despite a beneficiary's best efforts to exploit its results directly or indirectly no exploitation takes place within a given period as identified in the grant agreement <b>and as outlined in its Dissemination and Exploitation Plan, the exploitation activities may be transferred to another party upon agreement with the beneficiaries.</b> If justified on the basis of a request of the beneficiary, this obligation may be waived.	<i>Unchanged</i>	PGA; Agreed with the EP
540	2. Subject to any restrictions due to the protection of intellectual property, security rules or	2. <b>Beneficiaries shall disseminate their results as soon as possible, in an open format,</b> subject to any	<i>Unchanged</i>	2. <b>Beneficiaries shall disseminate their results as soon as possible, in a publicly available format,</b> subject to any

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	legitimate interests, beneficiaries shall disseminate their results as soon as possible.	restrictions due to the protection of intellectual property, security rules or legitimate interests.		restrictions due to the protection of intellectual property, security rules or legitimate interests.
541	The work programme may provide for additional dissemination obligations.	The work programme may provide for additional dissemination obligations <i>while safeguarding the Union's economic and scientific interests.</i>	<i>Unchanged</i>	The work programme may provide for additional dissemination obligations <i>while safeguarding the Union's economic and scientific interests.</i>
542	3. Beneficiaries shall ensure that open access to scientific publications applies under the terms and conditions laid down in the grant agreement. In particular, the beneficiaries shall ensure that they or the authors retain sufficient intellectual property rights to comply with their open access requirements.	3. Beneficiaries shall ensure that open access to scientific publications applies under the terms and conditions laid down in the grant agreement. In particular, the beneficiaries shall ensure that they or the authors retain sufficient intellectual property rights to comply with <b>FAIR</b> open access requirements.	<i>Unchanged</i>	PGA; Agreed with the EP
543	Open access to research data shall be the general rule under the terms and conditions laid down in the grant agreement, but exceptions shall apply if justified, taking into consideration the legitimate interests of the beneficiaries and any other constraints, such as data protection rules,	<i>With regard to the dissemination of research data, the grant agreement shall, in the context of FAIR open access to and the preservation of research data, lay down terms and conditions under which fair access to such results shall be provided, ensuring opt-outs following the principle 'as open</i>	Open access to research data shall be the general rule under the terms and conditions laid down in the grant agreement, but exceptions shall apply if justified, taking into consideration the legitimate interests of the beneficiaries <b>including commercial exploitation</b> and any other	Open access to research data shall be the general rule under the terms and conditions laid down in the grant agreement, <b>ensuring the possibility of <del>but</del> exceptions shall apply if justified following the principle 'as open as possible, as closed as necessary'</b> , taking into consideration the legitimate

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	security rules or intellectual property rights.	<i>as possible, as closed as necessary</i> '. Exceptions shall apply if justified, taking into consideration the legitimate interests of the beneficiaries and any other constraints, such as data protection rules, <i>privacy, confidentiality, security rules, trade secrets, legitimate commercial interests</i> or intellectual property rights <i>or Union's external competitiveness</i> .	constraints, such as data protection rules, security rules or intellectual property rights.	interests of the beneficiaries including commercial exploitation and any other constraints, such as data protection rules, <i>privacy, confidentiality, trade secrets, Union commercial interests</i> , security rules or intellectual property rights.
544	The work programme may provide for additional obligations to adhere to open science practices.	The work programme may provide for additional <i>incentives</i> to adhere to open science practices.	<i>Unchanged</i>	The work programme may provide for additional <i>incentives or</i> obligations to adhere to open science practices.
545	4. Beneficiaries shall manage all research data in accordance with the terms and conditions laid down in the grant agreement and shall establish a Data Management Plan.	4. Beneficiaries shall manage all research data <i>generated in a Horizon Europe action</i> in accordance with the terms and conditions laid down in the grant agreement and shall establish a Data Management Plan.	4. Beneficiaries shall manage all research data in <b>line with the FAIR principles and in</b> accordance with the terms and conditions laid down in the grant agreement and shall establish a Data Management Plan.	4. Beneficiaries shall manage all research data <i>generated in a Horizon Europe action</i> in line with the FAIR principles and in accordance with the terms and conditions laid down in the grant agreement and shall establish a Data Management Plan.
546	The work programme may provide for additional obligations to use the European Open Science Cloud for storing and giving access to research data.	The work programme may <i>further encourage the</i> use the European Open Science Cloud for storing and giving access to research data.	The work programme may provide for additional obligations to use the European Open Science Cloud ( <b>EOSC</b> ) for storing and giving access to research data.	The work programme may provide, <i>where justified</i> , for additional obligations to use the European Open Science Cloud (EOSC) for storing and giving access to research data.

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547	5. Beneficiaries that intend to disseminate their results shall give advance notice to the other beneficiaries in the action. Any other beneficiary may object if it can show that the intended dissemination would significantly harm its legitimate interests in relation to its results or background. In such cases, the dissemination may not take place unless appropriate steps are taken to safeguard these legitimate interests.	<i>Unchanged</i>	<i>Unchanged</i>	PGA
548	6. Unless the work programme provides otherwise, proposals shall include a plan for the exploitation and dissemination of the results. If the expected exploitation entails developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, the plan shall include a strategy for such exploitation. If the plan provides for exploitation	6. Unless the work programme provides otherwise, proposals shall include a plan for the exploitation and dissemination of the results. If the expected exploitation entails developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, the plan shall include a strategy for such exploitation. If the plan provides for exploitation primarily in non-associated third countries, the legal entities shall	<i>Unchanged</i>	6. Unless the work programme provides otherwise, proposals shall include a plan for the exploitation and dissemination of the results. If the expected exploitation entails developing, creating, manufacturing and marketing a product or process, or in creating and providing a service, the plan shall include a strategy for such exploitation. If the plan provides for exploitation primarily in non-associated third countries, the legal entities shall <i>justify</i>

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	primarily in non-associated third countries, the legal entities shall explain how that exploitation is still in the Union interest.	<i>justify</i> how that exploitation is still in the Union interest.		how that exploitation is still in the Union interest.
549	The beneficiaries shall further develop the plan during and after the end of the action.	The beneficiaries <i>may</i> further develop the plan during the action, <b>including through public engagement and science education.</b>	<i>Unchanged</i>	The beneficiaries shall <b>update</b> <del>further develop</del> the plan during and after the end of the action, <b>in accordance with the grant agreement.</b>
550	7. For the purposes of monitoring and dissemination by the Commission or funding body, the beneficiaries shall provide any requested information regarding the exploitation and dissemination of their results. Subject to the legitimate interests of the beneficiaries, such information shall be made publicly available.	7. For the purposes of monitoring and dissemination by the Commission or funding body, the beneficiaries shall provide any <b>neccessary</b> requested information regarding the exploitation and dissemination of their results <b>in acordance with the the grant agreement.</b> Subject to the legitimate interests of the beneficiaries, such information shall be made publicly available.	7. For the purposes of monitoring and dissemination by the Commission or funding body, the beneficiaries shall provide any requested information regarding the exploitation and dissemination of their results, <b>in accordance with the conditions laid down in the grant agreement.</b> Subject to the legitimate interests of the beneficiaries, such information shall be made publicly available.	PGA; Agreed with the EP
551	<b>Article 36 Transfer and licensing</b>	<i>Unchanged</i>	<i>Unchanged</i>	
562	<b>Article 37 Access rights</b>	<i>Unchanged</i>	<i>Unchanged</i>	
583	<b>Article 38 Specific provisions on</b>	<i>Unchanged</i>	<i>Unchanged</i>	

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	<b>exploitation and dissemination</b>			
586	<b>Article 39 Prizes</b>	<i>Unchanged</i>	<i>Unchanged</i>	
595	<b>Chapter IV Procurement</b>	<i>Unchanged</i>	<i>Unchanged</i>	
596	<b>Article 40 Procurement</b>	<i>Unchanged</i>	<i>Unchanged</i>	
599	<b>CHAPTER V Blending operations and blended finance</b>	<i>Unchanged</i>	<i>Unchanged</i>	
600	<b>Article 41 Blending operations</b>	<i>Unchanged</i>	<i>Unchanged</i>	
602	<b>Article 42 Horizon Europe and EIC Blended finance</b>	<i>Unchanged</i>	<i>Unchanged</i>	
603	1. The grant and reimbursable advance components of Horizon Europe or EIC blended finance shall be subject to Articles 30 to 33.	<i>Unchanged</i>	<i>Unchanged</i>	
604	2. EIC blended finance shall be implemented in accordance with Article 43. The support under the EIC blended finance may be granted until the action can be financed as a blending operation or as a financing and investment operation fully	<i>Unchanged</i>	<i>Unchanged</i>	

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	covered by the EU guarantee under InvestEU. By derogation from Article 209 of the Financial Regulation, the conditions laid down in paragraph (2) and, in particular, paragraph (a) and (d), do not apply at the time of the award of EIC blended finance			
605	3. Horizon Europe blended finance may be awarded to a programme co-fund where a joint programme of Member States and associated countries provides for the deployment of financial instruments in support of selected actions. The evaluation and selection of such actions shall be made in accordance with Articles 19, 20, 23, 24, 25 and 26. The implementation modalities of the Horizon Europe blended finance shall comply with Article 29, by analogy Article 43(9) and with additional conditions defined by the work programme.	3. Horizon Europe blended finance may be awarded to a programme co-fund where a joint programme of Member States and associated countries provides for the deployment of financial instruments in support of selected actions. The evaluation and selection of such actions shall be made in accordance with Articles <b>11</b> , 19, 20, 24, 25, <b>26, 42a and 43</b> . The implementation modalities of the Horizon Europe blended finance shall comply with Article 29, by analogy Article 43(9) and with additional <b>and justified</b> conditions defined by the work programme.	<i>Unchanged</i>	
606	4. Repayments including	<i>Unchanged</i>	<i>Unchanged</i>	

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	reimbursed advances and revenues of Horizon Europe and EIC blended finance shall be considered as internal assigned revenues in accordance with Articles 21(3)(f) and 21(4) of Financial Regulation.			
607	5. Horizon Europe and EIC blended finance shall be provided in a manner that does not distort competition.	5. Horizon Europe and EIC blended finance shall be provided in a manner that <i>promotes the Union's competitiveness while avoiding distortion of</i> competition.	5. Horizon Europe and EIC blended finance shall be provided in a manner that does not distort competition <b>in the internal market.</b>	
608		<i>Article 42 a The Pathfinder</i>		
609		<i>1. The Pathfinder shall provide grants to high-risk cutting-edge projects aiming to develop the strategic autonomy of the Union into potentially radical innovative technologies of the future and new market opportunities. The Pathfinder shall initially provide support for the earliest stages of scientific and technological research and development, including proof of concept and prototypes for technology</i>		<i>1. The Pathfinder shall provide grants to high-risk cutting-edge projects aiming to develop into potentially radical innovative technologies of the future and new market opportunities. The Pathfinder shall initially provide support for the earliest stages of scientific and technological research and development, including proof of concept and prototypes for technology validation.</i>

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		<i>validation.</i>		
610		<p><i>The Pathfinder shall be mainly implemented through an open call for bottom-up proposals with regular cut-off dates per year and shall also provide for competitive challenges to develop key strategic objectives<sup>1</sup> calling for deep-tech and radical thinking. Regrouping of selected projects into thematic or objective driven portfolios will allow establishing critical mass of efforts, technological strategic autonomy at EU level and structuring new multidisciplinary research communities._____</i></p> <p><i>1. These could include topics such as Artificial Intelligence, Quantum technologies, Biocontrol or Second generation digital twins, or any other topics identified in the context of the Horizon Europe Strategic programming (including with Member States' networked programmes).</i></p>		<p>Comment: to be deleted, too detailed, should remain in the Specific Programme</p>
611		<p><i>2. The Pathfinder's Transition activities shall be implemented to help innovators develop the pathway to commercial development in the Union, such as demonstration</i></p>		<p><i>2. The Pathfinder's Transition activities shall help innovators develop the pathway to commercial development in the Union, such as demonstration activities and</i></p>

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		<i>activities and feasibility studies to assess potential business cases, and support the creation of spin offs and start-ups.</i>		<i>feasibility studies to assess potential business cases, and support the creation of spin offs and start-ups.</i>
612		<i>(a) the launch and the content of the calls for proposals shall be determined with regard to objectives and budget established by the work programme in relation with the concerned portfolio of actions;</i>		<i>(a) the launch and the content of the calls for proposals shall be determined with regard to objectives and budget established by the work programme in relation with the concerned portfolio of actions;</i>
613		<i>(b) grants for a fixed amount not exceeding EUR 50 000 may be awarded without a call for proposals, only to those activities already funded under the Pathfinder to carry out urgent coordination and support actions for reinforcing the portfolio's community of beneficiaries or assessing possible spin-offs or potential market creating-innovation.</i>		<i>(b) Additional grants for a fixed amount not exceeding EUR 50 000 may be awarded to each proposal selected under the EIC Pathfinder through a call for proposals, to carry out complementary activities for reinforcing the portfolio's community of beneficiaries, such as assessing possible spin-offs, potential market-creating innovations or developing a convincing business plan. The Programme Committee established under the Specific Programme shall be informed of such cases.</i>
614		<i>3. The award criteria as defined in Article 25 shall apply to the EIC Pathfinder.</i>		<i>3. The award criteria as defined in Article 25 shall apply to the EIC Pathfinder.</i>

Row	COMMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
615	Article 43 EIC's Accelerator	Article 43 <i>The</i> Accelerator	<i>Unchanged</i>	
616			1. While EIC pathfinder will provide grants to projects implemented by consortia or monobeneficiaries, the EIC's Accelerator shall mainly provide blended finance support only for monobeneficiaries. Under certain conditions, detailed in decision (specific programme), it may also provide grant-only and equity-only supports.	1. While <i>the</i> EIC pathfinder will provide grants to projects implemented by consortia or monobeneficiaries, the EIC's Accelerator shall <i>act as a single entry-point for the development of single innovative companies</i> mainly provide blended finance support only for monobeneficiaries. Under certain conditions, detailed in decision (specific programme), it may also provide grant-only and equity-only supports.
616a				<i>With the aim to support essentially market-creating innovation, the EIC Accelerator will propose three possibilities of support:</i> - <i>A grant-only support to start-ups and SMEs carrying out any type of innovation ranging from incremental to breakthrough and disruptive innovation and aiming to subsequently scale up;</i> - <i>Blended finance support to</i>

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				<i>start-ups, SMEs and small midcaps carrying out breakthrough and disruptive non-bankable innovation;</i> - <i>Equity-only support to non-bankable start-ups and SMEs which have already received a grant-only support.</i>
617			<b>Grant only support under the EIC Accelerator shall only be provided under the following cumulative conditions:</b>	PGA
618			<b>a) the project shall include information on the capacities and willingness of the applicant to scale-up;</b>	PGA
619			<b>b) the beneficiary can only be a start-up or an SME;</b>	PGA
620			<b>c) a grant-only support under the EIC Accelerator can only be provided once to a beneficiary during Horizon Europe for a maximum of EUR 2.5 million.</b>	PGA
621			<b>Equity-only support can only be provided to a beneficiary of a grant-only support.</b>	Comment: to be merged with Art. 43(1), second paragraph (row 616a)
622	1. The beneficiary of the EIC Accelerator shall be a legal entity qualifying as a	1. The beneficiary of the EIC Accelerator shall be a legal entity qualifying as a start-up	<b>1a.</b> The beneficiary of the EIC Accelerator shall be a legal entity qualifying as a start-up,	1a. The beneficiary of the EIC Accelerator shall be a legal entity qualifying as a start-up, an

Row	COMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
	start-up, an SME or as a mid-cap, established in a Member State or associated country. The proposal may be submitted by the beneficiary, or by one or more natural persons or legal entities intending to establish or support that beneficiary.	<i>scale-up</i> , an SME or as a mid-cap, established in a Member State or associated country. The proposal may be submitted by the beneficiary, or by one or more natural persons or legal entities intending to establish or support that beneficiary.	an SME or <b>in exceptional cases</b> as a <b>small</b> mid-cap <sup>21</sup> , established in a Member State or associated country. The proposal may be submitted <b>either</b> by the beneficiary, or, <b>subject to the prior agreement by the beneficiary</b> , by one or more natural persons or legal entities intending to establish or support that beneficiary. <b>In the latter case, the funding agreement will be signed with the beneficiary only.</b>  <u>21. As defined in Article 2.</u>	SME or in exceptional cases as a small mid-cap <sup>21</sup> <b>eager to scale-up</b> , established in a Member State or associated country. The proposal may be submitted either by the beneficiary, or, subject to the prior agreement by the beneficiary, by one or more natural persons or legal entities intending to establish or support that beneficiary. In the latter case, the funding agreement will be signed with the beneficiary only.  <u>21. As defined in Article 2.</u>
623	2. A single award decision shall cover and provide funding for all forms of Union contribution provided under EIC blended finance.	<i>Unchanged</i>	<i>Unchanged</i>	
624	3. Proposals shall be evaluated on their individual merit by independent experts and selected in the context of an annual open call with cut-off dates, based on Articles 24 to 26, subject to paragraph 4.	<i>Unchanged</i>	3. Proposals shall be evaluated on their individual merit by <b>external</b> independent experts and selected in the context of <del>an annual</del> <b>a continuously</b> open call with cut-off dates, based on Articles 24 to 26, subject to paragraph 4.	PGA; Agreed with the EP
625	4. Award criteria shall be:	4. Award criteria shall be:	<i>Unchanged</i>	

Row	COMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
626	– excellence;	– excellence;	(a) excellence;	PGA; Agreed with the EP
627	– impact;	– impact <i>and EU added value</i> ;	(b) impact;	(b) impact <i>and EU added value</i> ;
628	– the level risk of the action and the need for Union support.	– the level risk of the action and the need for Union support.	(c) the level of risk of the action <b>that would prevent investments, the quality and efficiency of the implementation</b> , and the need for Union support.	PGA; Agreed with the EP
629	5. With the agreement of applicants concerned, the Commission or funding bodies implementing Horizon Europe may directly submit for evaluation under the last evaluation criterion a proposal for an innovation and market deployment action which already fulfils the first two criteria, subject to the following cumulative conditions:	5. With the agreement of applicants concerned, the Commission or funding bodies implementing Horizon Europe <i>(including EIT and KICs)</i> may directly submit for evaluation under the last evaluation criterion a proposal for an innovation and market deployment action <i>especially in the Union</i> which already fulfils the first two criteria, subject to the following cumulative conditions:	<i>Unchanged</i>	5. With the agreement of applicants concerned, the Commission or funding bodies implementing Horizon Europe <i>(including EIT and KICs)</i> may directly submit for evaluation under the last evaluation criterion a proposal for an innovation and market deployment action <i>especially in the Union and the Associated countries that are beneficiaries of the Programme</i> which already fulfils the first two criteria, subject to the following cumulative conditions:
630	– the proposal shall stem from any other action funded by Horizon 2020 or this Programme, or from a national programme similar to the EIC's Pathfinder and	– the proposal shall stem from any other action funded by Horizon 2020 or this Programme, or from a national programme and acknowledged by the Commission <i>as meeting</i>	(a) the proposal shall stem from any other action funded by Horizon 2020 <del>or</del> , <b>from</b> this Programme; or, <b>subject to a pilot in the first Horizon Europe work programme</b> ,	PGA

Row	COMMISSION PROPOSAL COM(2018)0435	EP PLENARY TEXT, December 2018	COUNCIL PARTIAL GENERAL APPROACH (doc. 15102/18)	Compromise proposal/ comments
	acknowledged as such by the Commission;	<i>EIC requirements;</i>	from a national programme similar to the EIC's Pathfinder and acknowledged as such by the Commission and/or regional programmes, starting with the mapping of the demand for such a scheme. Detailed provisions shall be laid down in the Specific Programme.	
631	– be based on a previous project review assessing the excellence and the impact of the proposal and subject to conditions and processes further detailed in the work programme.	<i>Unchanged</i>	<b>(b)</b> be based on a previous project review <b>not longer than 2 years ago</b> assessing the excellence and the impact of the proposal and subject to conditions and processes further detailed in the work programme.	PGA
632	6. A Seal of Excellence may be awarded subject to the following cumulative conditions:	<i>Unchanged</i>	<i>Unchanged</i>	
633	– the beneficiary is a start-up or an SME,	<i>Unchanged</i>	<b>(a)</b> the beneficiary is a start-up or, an SME <b>or a small mid-cap,</b>	PGA
634	– the proposal was eligible and has passed applicable thresholds for the first two award criteria referred to in paragraph 4,	<i>Unchanged</i>	<b>(b)</b> the proposal was eligible and has passed applicable thresholds for the first two award criteria referred to in paragraph 4,	PGA
635	– for those activities that	<i>Unchanged</i>	<b>(c)</b> for those activities that	PGA

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	would be eligible under an innovation action.		would be eligible under an innovation action.	
636	7. For a proposal having passed the evaluation, independent experts shall propose a corresponding EIC blended finance, based on the risk incurred and the resources and time necessary to bring and deploy the innovation to the market.	<i>Unchanged</i>	7. For a proposal having passed the evaluation, <b>external</b> independent experts shall propose a corresponding EIC <del>blended finance</del> <b>Accelerator support</b> , based on the risk incurred and the resources and time necessary to bring and deploy the innovation to the market.	PGA; Agreed with the EP
637	The Commission may reject a proposal retained by independent experts for justified reasons, including compliance with the objectives of Union policies.	The Commission may reject a proposal retained by independent experts for justified reasons, including <b>non-compliance</b> with the objectives of Union policies.	The Commission may reject a proposal retained by <b>external</b> independent experts for justified reasons, including compliance with the objectives of Union policies. <b>The Programme Committee shall be informed of the reasons for such rejections.</b>	The Commission may reject a proposal retained by external independent experts for justified reasons, including <b>non-compliance</b> with the objectives of Union policies. The Programme Committee shall be informed of the reasons for such rejections.
638	8. The grant or the reimbursable advance component of the blended finance shall not exceed 70% of the costs of the selected innovation action.	<i>Unchanged</i>	8. The grant or the reimbursable advance component of the <del>blended finance</del> <b>EIC Accelerator support</b> shall not exceed 70% of the <b>total eligible</b> costs of the selected innovation action.	PGA; Agreed with the EP
639	9. Implementation modalities of the equity and repayable support components	<i>Unchanged</i>	9. Implementation modalities of the equity and repayable support components of the EIC	PGA; Agreed with the EP

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	of the EIC blended finance shall be detailed in Decision [Specific programme].		<del>blended finance</del> <b>Accelerator support</b> shall be detailed in Decision [Specific programme].	
640	10. The contract for the selected action shall establish specific milestones and the corresponding pre-financing and payments by instalments of the EIC blended finance.	10. The contract for the selected action shall establish specific <i>measurable</i> milestones and the corresponding pre-financing and payments by instalments of the EIC blended finance.	10. The contract for the selected action shall establish specific milestones and the corresponding pre-financing and payments by instalments of the EIC <del>blended finance</del> <b>Accelerator support</b> .	10. The contract for the selected action shall establish specific <i>measurable</i> milestones and the corresponding pre-financing and payments by instalments of the EIC Accelerator support.
641	Activities corresponding to an innovation action may be launched and first pre-financing of the grant or the reimbursable advance paid, prior to the implementation of other components of the awarded EIC blended finance. The implementation of those components shall be subject to the achievement of specific milestones established in the contract.	<i>Unchanged</i>	<b>In the case of EIC blended finance</b> , activities corresponding to an innovation action may be launched and first pre-financing of the grant or the reimbursable advance paid, prior to the implementation of other components of the awarded EIC blended finance. The implementation of those components shall be subject to the achievement of specific milestones established in the contract.	PGA; Agreed with the EP
642	11. In accordance with the contract, the action shall be suspended, amended or terminated if milestones are not met. It may also be terminated where the expected market deployment cannot be	11. In accordance with the contract, the action shall be suspended, amended or terminated if <i>measurable</i> milestones are not met. It may also be terminated where the expected market deployment	11. In accordance with the contract, the action shall be suspended, amended or <b>if duly justified be</b> terminated if milestones are not met. It may also be terminated where the expected market deployment	11. In accordance with the contract, the action shall be suspended, amended or if duly justified be terminated if <i>measurable</i> milestones are not met. It may also be terminated where the expected market

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	met.	<i>especially in the Union</i> cannot be met.	cannot be met.	deployment cannot be met.
643	The Commission may decide to increase the EIC blended finance subject to a project review by external independent experts.	<i>Unchanged</i>	<b>In exceptional cases and upon advice by the EIC board</b> , the Commission may decide to increase the EIC blended finance <b>Accelerator support</b> subject to a project review by external independent experts. <b>The Programme Committee shall be informed of such cases.</b>	PGA; Agreed with the EP
644		<i>Article 43 a SME Incremental innovation</i>		To be merged into
645		<i>In addition to the instruments under the EIC, an SME specific instrument for incremental innovation shall be managed and implemented centrally, supporting mono-beneficiary grants for R&amp;I activities in all clusters, in a bottom-up manner through a continuously open call tailored to the needs of SMEs.</i>		

797	<b>ANNEX III PARTNERSHIPS</b>	<i>Unchanged</i>	<i>Unchanged</i>	
798	European Partnerships will be selected, implemented, monitored, evaluated and	<i>Unchanged</i>	European Partnerships <del>will</del> <b>shall</b> be selected, <b>and</b> implemented, monitored,	PGA; Agreed with the EP

	phased-out on the basis of the following criteria:		evaluated <del>and</del> , phased-out <b>or renewed</b> on the basis of the following criteria:	
799	1) Selection:	<i>Unchanged</i>	<i>Unchanged</i>	
800	(a) Evidence that the European Partnership is more effective in achieving the related objectives of the Programme, in particular in delivering clear impacts for the EU and its citizens, notably in view of delivering on global challenges and research and innovation objectives, securing EU competitiveness and contributing to the strengthening of the European Research and Innovation Area and international commitments;	(a) Evidence that the European Partnership is more effective in achieving the related objectives of the Programme, in particular in delivering clear impacts for <i>throughout the Union and for</i> its citizens, notably in view of delivering on global challenges and research and innovation objectives, securing EU competitiveness, <i>sustainability</i> and contributing to the strengthening of the European Research and Innovation Area and international commitments;	(a) <del>Evidence</del> <b>Demonstrating</b> that the European Partnership is more effective in achieving the related objectives of the Programme <b>through involvement and commitment of partners</b> , in particular in delivering clear impacts for the EU and its citizens, notably in view of delivering on global challenges and research and innovation objectives, securing EU competitiveness and contributing to the strengthening of the European Research and Innovation Area and, <b>where relevant</b> , international commitments;	(a) Demonstrating that the European Partnership is more effective in achieving the related objectives of the Programme through involvement and commitment of partners, in particular in delivering clear impacts for the <i>throughout the Union</i> and its citizens, notably in view of delivering on global challenges and research and innovation objectives, securing EU competitiveness, <i>sustainability</i> and contributing to the strengthening of the European Research and Innovation Area and, where relevant, international commitments;
801	In the case of institutionalised European Partnerships established in accordance with Article 185 TFEU, the participation of at least 50% of the EU Member States is mandatory;	<i>Unchanged</i>	In the case of institutionalised European Partnerships established in accordance with Article 185 TFEU, the participation of at least <del>50%</del> <b>40%</b> of the EU Member States is mandatory;	PGA; Agreed with the EP
802	(b) Coherence and synergies of the European Partnership within the EU research and innovation	(b) Coherence and synergies of the European <i>Partnerships</i> within the EU research and innovation landscape, <i>including</i>	(b) Coherence and synergies of the European Partnership within the EU research and innovation landscape, <b>following the</b>	PGA; Agreed with the EP

	landscape;	<i>national and regional strategies;</i>	<b>Horizon Europe rules to the largest extent possible;</b>	
803	(c) Transparency and openness of the European Partnership as regards the identification of priorities and objectives, and the involvement of partners and stakeholders from different sectors, including international ones when relevant;	(c) Transparency and openness of the European <i>Partnerships</i> as regards the identification of priorities and objectives, <i>as well as their governance</i> , and the involvement of partners, and stakeholders from different sectors <i>and backgrounds</i> , including international ones when relevant.	(c) Transparency and openness of the European Partnership as regards the identification of priorities and objectives, <b>and in terms of expected results and impacts and as regards the involvement of partners and stakeholders from across the entire value chain</b> , from different sectors <b>and disciplines</b> , including international ones when relevant <b>and not interfering with European competitiveness; clear modalities for promoting participation of SMEs and for disseminating and exploiting results, notably by SMEs, including through intermediary organisations;</b>	(c) Transparency and openness of the European Partnership as regards the identification of priorities and objectives in terms of expected results and impacts and as regards the involvement of partners and stakeholders from across the entire value chain, from different sectors, <b>backgrounds</b> and disciplines, including international ones when relevant and not interfering with European competitiveness; clear modalities for promoting participation of SMEs and for disseminating and exploiting results, notably by SMEs, including through intermediary organisations;
804	(d) Ex-ante demonstration of additionality and directionality of the European Partnership, including a common vision of the purpose of the European Partnership. This vision will include in particular:	<i>Unchanged</i>	(d) Ex-ante demonstration of additionality and directionality of the European Partnership, including a common <b>strategic</b> vision of the purpose of the European Partnership. This vision will include in particular:	PGA; Agreed with the EP
805	– identification of measurable expected outcomes, deliverables and impacts within specific	– identification of measurable expected outcomes, deliverables and impacts within specific timeframes, including	– identification of measurable expected <del>outcomes</del> , deliverables, <b>outcomes</b> , and impacts within specific	– identification of measurable expected deliverables, outcomes, and impacts within specific timeframes, including key

	timeframes, including key economic value for Europe;	key economic value for <i>the EU</i> ;	timeframes, including key economic <b>and/or societal</b> value for Europe;	economic and/or societal value <i>for the Union Europe</i> ;
806	– demonstration of expected qualitative and quantitative leverage effects;	– demonstration of <b>strong</b> expected qualitative and quantitative leverage effects;	– demonstration of expected qualitative and <b>significant</b> quantitative leverage effects, <b>including a method for the measurement of key performance indicators</b> ;	– demonstration of <b>strong</b> expected qualitative and <b>significant</b> quantitative leverage effects, including a method for the measurement of key performance indicators;
807	– approaches to ensure flexibility of implementation and to adjust to changing policy or market needs, or scientific advances;	– approaches to ensure flexibility of implementation and to adjust to changing policy, <b>societal and/or</b> market needs, or scientific advances;	– approaches to ensure flexibility of implementation and to adjust to changing policy <b>or societal</b> or market needs, or scientific advances, <b>to increase policy coherence between regional, national and EU level</b> ;	– approaches to ensure flexibility of implementation and to adjust to changing policy, <del>or</del> <b>societal and/or</b> market needs, or scientific advances, <b>to increase policy coherence between regional, national and EU level</b> ;
808	– exit-strategy and phasing-out measures.	<i>Unchanged</i>	– exit-strategy and <b>measures for phasing-out measures from the Programme</b> .	PGA; Agreed with the EP
809	(e) Ex-ante demonstration of the partners' long term commitment, including a minimum share of public and/or private investments;	<i>Unchanged</i>	<i>Unchanged</i>	
810	In the case of institutionalised European Partnerships, the financial and/or in-kind, contributions from partners other than the Union, will at least be equal to 50% and may reach up to 75% of the aggregated European Partnership budgetary	In the case of institutionalised European Partnerships, the financial and/or in-kind, contributions from partners other than the Union, will at least be equal to 50% <b>in case of partnerships between the Union and private partners</b> , and may reach up to 75%, <b>in</b>	In the case of institutionalised European Partnerships, the financial and/or in-kind, contributions from partners other than the Union, will at least be equal to 50% and may reach up to 75% of the aggregated European Partnership budgetary	PGA

	commitments. For each institutionalised European Partnership, a share of the contributions from partners other than the Union will be in the form of financial contributions.	<i>case of partnerships involving also Member States</i> , of the aggregated European Partnership budgetary commitments.	commitments. For each institutionalised European Partnership, a share of the contributions from partners other than the Union will be in the form of financial contributions. <b>For partners other than the Union and Participating States, financial contributions should be aimed primarily at covering costs related to non-competitive activities.</b>	
811		<i>(e a) In agreement with regional authorities, ERDF shall be accepted as a partial national contribution for Programme co-funding of actions involving Member States.</i>		Comment: synergies are bracketed and not part of the Council's PGA
812	2) Implementation:	<i>Unchanged</i>	<i>Unchanged</i>	
813	(a) Systemic approach ensuring achievement of the expected impacts of the European Partnership through the flexible implementation of joint actions going beyond joint calls for research and innovation activities, including those related to market, regulatory or policy uptake;	<i>Unchanged</i>	(a) Systemic approach ensuring <b>active and early involvement of Member States and</b> achievement of the expected impacts of the European Partnership through the flexible implementation of joint actions <b>of high European added value also</b> going beyond joint calls for research and innovation activities, including those related to market, regulatory or	PGA; Agreed with the EP

			policy uptake;	
814	(b) Appropriate measures ensuring continuous openness of the initiative and transparency during implementation, notably for priority setting and for participation in calls for proposals, visibility of the Union, communication and outreach measures, dissemination and exploitation of results, including clear open access/user strategy along the value chain;	<i>Unchanged</i>	(b) Appropriate measures ensuring continuous openness of the initiative and transparency during implementation, notably for priority setting and for participation in calls for proposals, visibility of the Union, communication and outreach measures, dissemination and exploitation of results, including clear open access/user strategy along the value chain; <b>appropriate measures for promoting participation of SMEs and informing SMEs;</b>	(b) Appropriate measures ensuring continuous openness of the initiative and transparency during implementation, notably for priority setting and for participation in calls for proposals, <b>information on the functioning of the governance</b> , visibility of the Union, communication and outreach measures, dissemination and exploitation of results, including clear open access/user strategy along the value chain; appropriate measures for informing SMEs and promoting their participation;
815	(c) Coordination and/or joint activities with other relevant research and innovation initiatives ensuring effective synergies;	(c) Coordination and/or joint activities with other relevant research and innovation initiatives <b>to secure optimum level of interconnections and ensure</b> effective synergies;	(c) Coordination and/or joint activities with other relevant research and innovation initiatives ensuring effective synergies, <b>inter alia to overcome potential implementation barriers at national level and increase cost-effectiveness;</b>	(c) Coordination and/or joint activities with other relevant research and innovation initiatives <b>to secure optimum level of interconnections and ensure</b> effective synergies, inter alia to overcome potential implementation barriers at national level and increase cost-effectiveness;
816	(d) Legally binding commitments, in particular for financial contributions, from each partner throughout the lifetime of the initiative;	(d) Legally binding commitments, in particular for <b>in kind and/or</b> financial contributions, from each partner throughout the lifetime of the	(d) <del>Legally binding</del> Commitments, in particular for financial contributions, from each partner <b>in accordance with national provisions</b>	(d) Commitments, <del>in particular</del> for financial <b>and/or in-kind</b> contributions, from each partner in accordance with national provisions throughout the

		initiative;	throughout the lifetime of the initiative;	lifetime of the initiative;
817	(e) In the case of institutionalised European Partnership access to the results and other action related information for the Commission for the purpose of developing, implementing and monitoring of Union policies or programmes.	<i>Unchanged</i>	(e) In the case of institutionalised European Partnership access to the results and other action related information for the Commission <b>and any participating state co-funding the relevant action</b> for the purpose of developing, implementing and monitoring of Union policies or programmes.	PGA
818	3) Monitoring:	<i>Unchanged</i>	<i>Unchanged</i>	
819	(a) A monitoring system in line with the requirements set out in Article 45 to track progress towards specific policy goals/objectives, deliverables and key performance indicators allowing for an assessment over time of achievements, impacts and potential needs for corrective measures;	(a) A monitoring system in line with the requirements set out in Article 45 to track progress towards <b>programme-</b> specific policy goals/objectives, deliverables and key performance indicators allowing for an assessment over time of achievements, impacts and potential needs for corrective measures;	(a) A monitoring system in line with the requirements set out in Article 45 to track progress towards specific policy <del>goals/objectives</del> , deliverables and key performance indicators allowing for an assessment over time of achievements, impacts and potential needs for corrective measures;	PGA; Agreed with the EP
820	(b) Dedicated reporting on quantitative and qualitative leverage effects, including on financial and in-kind contributions, visibility and positioning in the international context, impact on research and innovation related risks of private sector investments.	<i>Unchanged</i>	(b) <b>Periodic</b> dedicated reporting on quantitative and qualitative leverage effects, including on <b>committed and actually provided</b> financial and in-kind contributions, visibility and positioning in the international context, impact on research and innovation related risks of private sector investments;	PGA; Agreed with the EP

821			<b>(c) Detailed information on the evaluation process and results from all calls for proposals within partnerships, to be made available timely and accessible in a common e-database.</b>	PGA; Agreed with the EP
822	4) Evaluation, phasing-out and renewal:	<i>Unchanged</i>	<i>Unchanged</i>	
823	(a) Evaluation of impacts achieved at Union and national level in relation to defined targets and key performance indicators, feeding into the Programme evaluation set out in Article 47, including an assessment of the most effective policy intervention mode for any future action; and the positioning of any possible renewal of a European Partnership in the overall European Partnerships landscape and its policy priorities;	<i>Unchanged</i>	(a) Evaluation of impacts achieved at Union and national level in relation to defined targets and key performance indicators, feeding into the Programme evaluation set out in Article 47, including an assessment of the most effective policy intervention mode for any future action; and the positioning of any possible renewal of a European Partnership in the overall European Partnerships landscape and its policy priorities <b>in close consultation with Member States;</b>	(a) Evaluation of impacts achieved at Union and national level in relation to defined targets and key performance indicators, feeding into the Programme evaluation set out in Article 47, including an assessment of the most effective policy intervention mode for any future action; and the positioning of any possible renewal of a European Partnership in the overall European Partnerships landscape and its policy priorities in close consultation with Member States <b>and the European Parliament where appropriate;</b>
824	(b) Appropriate measures ensuring phasing-out according to the agreed conditions and timeline, without prejudice to possible continued transnational funding by national or other	(b) <b><i>In the absence of renewal,</i></b> appropriate measures ensuring phasing-out according to the agreed <b><i>timeline and legally committed partners,</i></b> without prejudice to possible	(b) <b>In the absence of renewal,</b> appropriate measures ensuring phasing-out of <b>Framework Programme funding</b> according to the <del>agreed</del> conditions and timeline <b>agreed with the committed partners ex-ante,</b>	(b) In the absence of renewal, appropriate measures ensuring phasing-out of Framework Programme funding according to the conditions and timeline agreed with the <b>legally committed partners ex-ante,</b>

	Union programmes.	continued transnational funding by national or other Union programmes, <b><i>and without prejudice to private investment and ongoing projects.</i></b>	without prejudice to possible continued transnational funding by national or other Union programmes, <b>and without prejudice to private investment.</b>	without prejudice to possible continued transnational funding by national or other Union programmes, and without prejudice to private investment <b><i>and on-going projects.</i></b>
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**"Closed" Articles (Articles on which provisional agreement has been reached with the EP)**

- Article 13
  - Article 16
  - Article 17
  - Article 40
  - Article 41
  - Article 50
  - Article 51
  - Article 52
  - Article 53
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